

**AGREEMENT OF AUGUST 1, 2018 between PRODUCER and  
International Alliance of Theatrical Stage Employees and  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States, Its Territories and Canada and  
SCRIPT SUPERVISORS/CONTINUITY,  
COORDINATORS, ACCOUNTANTS  
& ALLIED PRODUCTION SPECIALISTS GUILD, LOCAL #871**

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OF THEATRICAL STAGE EMPLOYEES AND  
MOVING PICTURE TECHNICIANS, ARTISTS AND  
ALLIED CRAFTS OF THE UNITED STATES,  
ITS TERRITORIES AND CANADA  
AND SCRIPT SUPERVISORS/CONTINUITY,  
COORDINATORS, ACCOUNTANTS  
& ALLIED PRODUCTION SPECIALISTS GUILD, LOCAL #871  
(PRODUCTION OFFICE COORDINATOR, ASSISTANT  
PRODUCTION OFFICE COORDINATOR, ART DEPARTMENT  
COORDINATOR AGREEMENT)**

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**AGREEMENT BETWEEN PRODUCER AND INTERNATIONAL  
ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND  
MOVING PICTURE TECHNICIANS, ARTISTS AND  
ALLIED CRAFTS OF THE UNITED STATES,  
ITS TERRITORIES AND CANADA  
AND SCRIPT SUPERVISORS/CONTINUITY,  
COORDINATORS, ACCOUNTANTS  
& ALLIED PRODUCTION SPECIALISTS GUILD, LOCAL #871  
(SCRIPT COORDINATORS AND WRITERS' ROOM  
ASSISTANTS AGREEMENT)**

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**AGREEMENT OF AUGUST 1, 2018**  
**BETWEEN PRODUCER AND I.A.T.S.E. & M.P.T.A.A.C. AND**  
**LOCAL #871 THEREOF**

THIS AGREEMENT, executed as of August 1, 2018  
between the International Alliance of Theatrical Stage Employees and  
Moving Picture Technicians, Artists and Allied Crafts of the United  
States, its Territories and Canada (hereinafter referred to as the  
“IATSE”) and

**SCRIPT SUPERVISORS/CONTINUITY, COORDINATORS,  
ACCOUNTANTS & ALLIED PRODUCTION SPECIALISTS  
GUILD, LOCAL #871**

(hereinafter referred to as the “Local Union”) of the International  
Alliance of Theatrical Stage Employees and Moving Picture  
Technicians, Artists and Allied Crafts of the United States, its Territories  
and Canada (both hereinafter referred to as the “Union”), on the one  
hand, and the following companies, separately and respectively:

THE ALLIANCE OF MOTION PICTURE AND TELEVISION  
PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON  
EXHIBIT “A” ATTACHED HERETO, ALL OF WHICH  
CONSTITUTE A SINGLE MULTI-EMPLOYER BARGAINING UNIT  
(each hereinafter respectively referred to as the “Producer” and  
collectively referred to as the “Producers”), on the other hand.

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

**ARTICLE 1. Scope of Agreement**

This Agreement is made subject to the “Producer - I.A.T.S.E. and  
M.P.T.A.A.C. Basic Agreement of 2018.”

This Agreement shall be applicable to the classifications of  
employees listed in the “Wage Scales, Hours of Employment and  
Working Conditions” set forth herein, employed by Producer to perform  
services in the County of Los Angeles, or hired by the Producer in the  
County of Los Angeles to perform services outside the said County, but  
within the limits of the United States, its territories and Canada.

In the event the Producer elects to and does employ a person in the County of Los Angeles, California to perform work outside the limits of the United States, its territories and Canada in any of the job classifications covered hereunder, then the provisions of this Agreement shall apply to such person. However, such person and Producer may make any other agreement to apply to such employment, such as a "flat deal" contract, in the place and stead of the provisions of this Agreement, provided such other agreement requires not less than seventy-five (75) hours per week in pension and health contributions to be made on behalf of such person (which amount may be prorated for partial workweeks).

The terms "employee" as hereinafter used, shall be deemed to mean an employee subject to the terms and conditions of this Agreement; persons so employed by the Producer in the County of Los Angeles whose primary duties are outlined in Article VIII, "Duties and Divisions of Work," Paragraph 95 of this Agreement are "Script Supervisors" as that term is hereinafter used; persons so employed by the Producer in the County of Los Angeles whose primary duties are outlined in Article VIII, "Duties and Divisions of Work," Paragraph 96 of this Agreement, are "Teleprompter Operators," as that term is hereinafter used.

"Photographic operations" includes pre-production and post-production units, but does not necessarily include rehearsal units, dubbing and scoring stages, miniature units, inserts, montages, transparency units, process or background units or special effects.

It is acknowledged that any Script Supervisor whose primary duties in connection with the production of a second unit or commercial are the same as those above specified for a motion picture during "photographic operations" is within the jurisdiction of the Union. A "second unit," as such term is used herein, shall mean a unit (other than the main photographic unit) which photographs scenes to be interpolated into a motion picture, having dramatic import and requiring the services of any actors or doubles whose actions before the camera require direction, except where such second unit is without sound (M.O.S.).

A "commercial unit," as such term is used herein, shall mean a unit which photographs product commercials requiring the services of principal actors or doubles whose actions before the camera require direction.

The Union agrees that it will not interpret or apply the provisions of this Article to require the Producer to employ Script Supervisors under circumstances where there is a reasonable doubt that the work

involved constitutes second unit work as above defined. The Union also agrees that it will not interpret or apply the provisions of this Article to require the Producer to employ a Script Supervisor on any second unit or commercial where the nature of the work involved does not require the full-time services of a Script Supervisor.

In the event of any disagreement relating to the provisions of this Article, the Producer need not refrain from proceeding to obtain the work in question, but may proceed with the use of such personnel as the Producer may consider proper and, if such controversy cannot be settled by representatives of the parties, the same shall be subject to the provisions of Article 7 ("Grievance and Arbitration Procedure"), below.

## **ARTICLE 2. Recognition**

The Producer recognizes the IATSE as the exclusive collective bargaining representative of all employees employed by Producer in the classifications listed in this Agreement. The Union makes this Agreement on behalf of such employees, the majority of whom the Union warrants are members of the Union in good standing.

The Local Union represents that the terms of this Agreement have been submitted to its membership and have been duly approved thereby.

## **ARTICLE 3. Union Security**

(a) Each and every employee subject to this Agreement, except trainees, hired by the Producer to perform services in the County of Los Angeles, or hired by the Producer in the County of Los Angeles to perform services outside said County, shall be and remain a member in good standing of the Union on and after the thirtieth day following his first day of employment or the effective date of this Agreement, whichever is later. The foregoing requirements of Union membership as a condition of employment shall be subject to the obligations of the parties hereto under the law.

As defined and applied in this Article 3(a), the term "member of the Union in good standing" means a person who offers to pay (and, if the Union accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of the National Labor Relations Act.

(b) Within a reasonable time, but not to exceed three (3) days after receipt of written notice from the IATSE and/or the Local Union that any such then-employed employee is not a member as above required, and that such employee has been so notified in writing prior to such notice to Producer, the Producer shall discharge any such employee who fails to remedy such default within said three (3) days after Producer receives such notice. The Producer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.

(c) Producer agrees to inform the Local Union, in writing, within seven (7) days (Saturdays, Sundays and holidays excluded) from the date of employment hereafter, of the name, residence address, social security number and date of employment of any employee subject to this Agreement.

(d) In case of repeal or amendment of the Labor Management Relations Act of 1947 or in case of new legislation rendering permissible any union security to the Union greater than those specified in this Article of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu thereof. In such event, and if permissible under law, the Union agrees to supply adequate, competent and qualified employees for the job requirements of the Producers in the crafts and classifications covered by this Agreement and, if the Union fails to do so, the Producer may secure such employees from any source.

#### **ARTICLE 4. Wage Scales, Hours of Employment and Working Conditions**

Wage scales, hours of employment and working conditions shall be as set forth in the "Wage Scales, Hours of Employment and Working Conditions" herein for employees employed on theatrical and television motion pictures recorded on film and theatrical motion pictures and one-hour and long-form prime time<sup>1</sup> dramatic television motion pictures recorded digitally.

Wage scales shall be as set forth in this Agreement, and working conditions shall be as set forth in the Videotape Electronics Supplemental Basic Agreement ("Videotape Agreement"), for

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<sup>1</sup> For the purpose of this Agreement, "prime time" shall be defined as the hours between 8:00 p.m. and 11:00 p.m. in the Eastern and Pacific time zones from Monday through Saturday (one hour earlier in the Central and Mountain time zones) and between the hours of 7:00 p.m. and 11:00 p.m. in the Eastern and Pacific time zones on Sunday (one hour earlier in the Central and Mountain time zones).

employees employed on one-half hour prime time dramatic television motion pictures recorded digitally,<sup>2</sup> except that:

- (a) Paragraph 10 ("Call-backs") of Section II ("Studio Working Conditions") of this Agreement shall apply in lieu of Paragraph 28 ("Call-backs") of the Videotape Agreement for employees employed on one-half hour single camera prime time dramatic television motion pictures recorded digitally;
- (b) Paragraph 16 ("Night Premiums") of the Videotape Agreement shall not apply to employees employed on one-half hour single camera prime time dramatic television motion pictures recorded digitally;
- (c) The special conditions set forth in Sideletter No. 1 to the Videotape Agreement shall apply to employees employed on one-half hour pilots recorded digitally;
- (d) The special conditions set forth in Sideletter No. 2 to the Videotape Agreement shall apply to employees employed on one-half hour single camera prime time dramatic television series recorded digitally, the production of which commenced on or after October 1, 2006; and
- (e) The special conditions set forth in Sideletter No. 4 to the Videotape Agreement shall apply to employees employed on one-half hour dramatic pilots or series recorded digitally that are made for basic cable.

## **ARTICLE 5. Better Conditions**

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided. Provided also, that the Producer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

If there is an employment agreement above the terms and conditions of the collective bargaining agreement, the Producer shall memorialize said agreement in a personal service contract or "deal memo" with a copy to the employee and the Union.

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<sup>2</sup> For sake of clarity, "situation comedies" recorded digitally for television are included within the meaning of "dramatic television motion pictures."

No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, nor shall it be considered in any manner as precedent for granting better conditions and terms than those herein provided to any other individuals or job.

## **ARTICLE 6. Authority of Union and Producer**

The Union and the Producer each agrees that it will not maintain nor adopt any Articles or By-laws or any rules or orders which will be in conflict with this Agreement.

## **ARTICLE 7. Grievance and Arbitration Procedure**

In the event of any dispute between the Local Union or any of the persons subject to this Agreement and the Producer with regard to wage scales, hours of employment or working conditions or with regard to the interpretation of this Agreement concerning such provisions, the procedure, unless otherwise specifically provided herein, shall be as follows:

Step One - The aggrieved party shall mail or deliver to the other party a written notice of the claim and concurrently furnish a copy of such notice to the International Representative of the IATSE and Contract Services Administration Trust Fund. Such written notice shall contain the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the production (if any), the remedy sought and the names of the individuals aggrieved, when known, except for group claims for which the classifications of the individuals aggrieved, when known, shall be listed. The party which has received the grievance shall, within fifteen (15) working days after the grievance has been received, respond in writing to the aggrieved party, setting forth the reasons, if any, for the action(s) taken by it, which action(s) gave rise to the grievance. Copies of such written response shall also be furnished to the same parties served with the grievance. The representative of the Local Union and the designated representative of Producer shall immediately discuss the matter and the grievance shall be settled if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any employees concerned.

A claim by the Local Union that the confirmation set forth in the second paragraph of Paragraph 6(a) of this Agreement has been violated by a Producer may be filed only upon the written approval of the West Coast office of the International Union. Such written approval shall accompany the claim.

If the party receiving the grievance fails to serve the written response as required by Step One, then the other party may elect to proceed directly to arbitration or to Step Two by serving a written demand upon the other party within five (5) working days after the written response was due.

### Conciliation Committee

Step Two - If, within ten (10) working days after the response has been served, the parties fail to meet, or if the grievance is not settled, then the aggrieved party may proceed to Step Two, by delivering or mailing, within five working days thereafter, a written demand, which shall include a statement of the particulars of the claim, upon the other party and upon the International Representative of the IATSE and CSATF. If neither party requests a Step Two conciliation meeting, then the aggrieved party may proceed directly to Step Three regarding expedited or regular arbitration, by serving a written demand upon the other party within the time periods set forth above. Failure of the aggrieved party to so serve such demand for a Step Two conciliation meeting or an arbitration shall constitute a waiver of the claim, unless the parties mutually stipulate otherwise in Step One.

If a demand for Step Two is so served, the grievance shall be brought before the Conciliation Committee as soon as practicable, but not later than twenty (20) working days following the receipt of such notice. The Conciliation Committee shall consist of an International Representative of the IATSE and a representative of CSATF.

The parties to the grievance shall be present and shall be responsible for the presentation of their own position at such time and place. If the aggrieved party fails to appear, then the grievance shall be considered as waived. If the responding party fails to appear, then the aggrieved party shall be entitled to proceed with the presentation of its position, and the Conciliation Committee, upon presentation of evidence showing a contract violation, shall have the authority to and shall issue an immediate final and binding award in favor of the aggrieved party, including an appropriate remedy.

If either party intends to appear, but does not intend to present any facts or arguments as to a defense or as to the claim, then such party shall so notify the other party as to such intention at least three (3) days prior to the conciliation meeting. In any event, either party may, at least three (3) days prior to the date of the Conciliation Committee meeting, cancel such Conciliation Committee meeting and the aggrieved party may proceed directly to arbitration under Step Three.

The AMPTP and the IATSE shall adopt written rules and procedures which shall be designed to foster to the maximum extent possible the exploratory and conciliatory nature of Step Two of this procedure.

The Conciliation Committee shall, at the beginning of the meeting, assist the parties in a good faith attempt to resolve the dispute. In the event the parties, identified as the Producer and the Union, are able to resolve the grievance with the assistance of the Conciliation Committee, the Conciliation Committee shall reduce the resolution of the grievance to writing as a binding determination on all parties. Such a determination shall be signed by the parties.

If the dispute is not resolved as provided above, then both parties at that time must declare whether they will be bound by a decision of the Conciliation Committee. If both parties agree to be bound, then the Conciliation Committee shall hear the evidence and arguments of the parties and shall render a decision, which may include a “no decision” award, which shall be final and binding on all the parties, including any individual grievant. Disputes involving jurisdiction or technological changes shall be specifically excluded from the jurisdiction of the Conciliation Committee.

The Conciliation Committee shall have the right, upon written request of either party, to refer the dispute back to the parties, without prejudice to the merits and without expanding the time limits for the filing of a grievance or a response, if the Conciliation Committee is of the opinion that either the written grievance or response does not meet the requirements set forth in Step One.

Step Three - If the parties do not agree that the Conciliation Committee’s recommendation will be final and binding on them or if the parties fail to resolve the grievance, or if the Conciliation Committee has issued a “no decision” award, then the parties may proceed to expedited arbitration or regular arbitration as provided below:

(a) Expedited Arbitration - The aggrieved party may elect to proceed to expedited arbitration within ten (10) working days following the Step Two meeting if no agreement has been reached by the parties, or within ten (10) working days following the cancellation of the Step Two meeting, but only in cases wherein the claim arises under Paragraph 68 involving disputes relating to the failure to follow studio seniority or industry seniority, and disputes arising under Paragraph 68 covering the discharge or discipline for cause of an employee subject to Paragraph 68 of the applicable West Coast Studio Local Agreements, or in cases wherein the claim for wage payments, adjustments and/or damages consistent with the contract does not exceed fifteen thousand dollars (\$15,000). The aggrieved party may likewise proceed to expedited arbitration following Step Two over disputes with regard to only "WAGE SCALES, HOURS OF EMPLOYMENT, AND WORKING CONDITIONS" provision of the Agreement subject to this Article and provided the claim for damages does not exceed fifteen thousand dollars (\$15,000). Any other case may be submitted to expedited arbitration only by the mutual agreement of the parties.

Disputes involving jurisdiction or technological changes shall be specifically excluded from the jurisdiction of expedited arbitration.

Except as time limits are set forth in Paragraph 68, cases that are submitted to expedited arbitration shall be heard within ten (10) working days after the other party received the demand for expedited arbitration or within ten (10) working days after the other party gives notice of its agreement to proceed to expedited arbitration in cases in which the mutual agreement of the parties is required.

The Alliance of Motion Picture and Television Producers and the IATSE shall revise the list of arbitrators assigned to hear expedited arbitrations. The list shall consist of four (4) arbitrators and one (1) alternate with recognized experience as professional labor arbitrators.

During the term of this Agreement, the parties may mutually add the names of additional persons to the panel of neutral arbitrators to either supplement the panel or replace persons no longer available to serve.

From the panel of names of the neutral arbitrators set forth above, the arbitrators shall be assigned, depending upon their availability, in rotation, to the cases as they arise. The parties may, by mutual consent, select an arbitrator out of rotation provided that notice of their selection is given to CSATF prior to the appointment of the arbitrator next in rotation.

The expedited arbitration hearing shall be presided over by a neutral arbitrator assigned from the panel of neutral arbitrators. The IATSE and CSATF shall schedule the grievances to be heard in order of receipt. The grievances must be heard by the assigned arbitrator unless that individual becomes unavailable, in which instance the next arbitrator in the rotation shall hear the grievance. If either party intends to be represented by outside counsel at the expedited arbitration hearing, then such party must notify the opposing party within two (2) working days after the hearing date for the expedited arbitration has been determined. The parties, who may be represented by outside counsel, will not file post-hearing briefs, but may, prior to or during the hearing, present a written statement of the facts. If either party so desires, a stenographic record may be made and that party shall pay for the transcript. In such cases, the transcript shall be solely for the use of the party requesting it and shall not be used to delay a decision in the matter. The two preceding sentences shall not apply to roster placement nor roster removal arbitrations, for which no stenographic record shall be made. The neutral arbitrator shall have sole authority to rule on all motions and decide the case.

The writing of an opinion will be at the discretion of the neutral arbitrator. The decision of the arbitrator, which shall be issued orally and confirmed in writing if requested by either party at the conclusion of the hearing, or in writing within three (3) days from the conclusion of the hearing (the choice being at the sole discretion of the arbitrator) shall be final and binding upon the parties and any employees concerned. The neutral arbitrator shall have the power to determine only the specific grievance or dispute and, when appropriate, award wage adjustments or damages consistent with the contract, in an amount not to exceed fifteen thousand dollars (\$15,000), but shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, nor to determine jurisdictional or technological change disputes. The decision of the neutral arbitrator shall be non-precedential and his decision and/or opinion, if any, shall not be offered or admitted into evidence in any other proceeding other than: (1) a judicial action seeking confirmation, correction or vacation of said decision; or (2) a grievance or arbitration proceeding involving the same Producer and Local Union.

Fees and expenses of the arbitrator shall be borne equally by the parties to the dispute. All other costs shall be borne by the party incurring the same.

The bills of the arbitrator, together with a completed information form, shall be sent by the arbitrator to the IATSE and the Producer involved in the expedited arbitration with copies to CSATF.

The information form shall be jointly prepared by the IATSE and CSATF.

The neutral arbitrator shall proceed to hear a dispute properly before him under this provision of expedited arbitration, notwithstanding the fact that a similar case may be pending in a regular arbitration.

(b) Regular Arbitration - The aggrieved party may elect to proceed to regular arbitration within ten (10) working days following the Step Two meeting if no agreement has been reached by the parties or within ten (10) working days following the cancellation of the Step Two meeting.

The IATSE and the Producers agree to establish a panel of individuals with recognized experience as professional labor arbitrators as members of a standing panel of neutral arbitrators. The panel shall comprise an odd number of arbitrators.

If demand is served for regular arbitration, then the parties shall select a sole arbitrator to hear and determine the grievance by mutual agreement. If the parties cannot agree to the arbitrator to be appointed, then each party shall have the right to alternately strike an arbitrator's name from the panel until such time as one arbitrator is left and the remaining arbitrator shall be selected and appointed as the arbitrator in the proceedings.

The parties shall select the arbitrator within five (5) working days after the demand for regular arbitration has been served. The parties may, by mutual agreement, select the arbitrator outside of the panel of neutral arbitrators or utilize the list of arbitrators obtained from the Federal Mediation and Conciliation Service.

Such hearing shall be held within fourteen (14) days after the arbitrator is selected, at such time and place as the arbitrator shall determine. If the arbitrator so selected is unable or unwilling to undertake the arbitration within the time limit herein provided, another arbitrator shall be selected from such list. The decision of the arbitrator shall be rendered in writing, stating his reasons for the award, within thirty (30) days after the submission of the grievance for decision. The arbitrator's decision shall be final and binding upon the parties thereto and upon any employees concerned. The arbitrator shall have the power to determine the specific grievance or dispute, but shall not have the power to amend, modify or effect a change in any of the provisions of the Agreement, nor to determine jurisdictional disputes.

Fees and expenses of the arbitrator and cost of a court reporter and original transcript, when jointly requested, shall be borne equally by the parties to the dispute; otherwise, the party making such request shall pay for it. All other costs shall be borne by the party incurring same.

(c) Claims - Any claims for the payment of wages or severance pay, not presented under Step One within three hundred sixty-five (365) consecutive days after the employee is entitled to such wages or severance pay, shall be deemed to be waived. Any dispute as to the correct amount of payment of holiday or vacation pay, not presented under Step One within three hundred sixty-five (365) consecutive days after March 15 of the calendar year next following the calendar year in which such holiday or vacation pay, as the case may be, was earned, shall be deemed to be waived.

Any other claim or grievance not presented under Step One, within (i) sixty (60) calendar days after the occurrence of the subject matter of the grievance or (ii) within sixty (60) calendar days after the employee or the Union has had a reasonable opportunity to become aware of the occurrence, whichever of (i) or (ii) is the later (but in any event not to exceed three hundred sixty-five (365) calendar days after the occurrence), shall be deemed to be waived. Time on distant location shall not be included in this period.

For the purpose of this Article, “aggrieved party” shall mean the Producer or the Union acting on its own behalf or on the behalf of an employee covered by this Agreement.

(d) In General - The time periods provided for herein may be extended by mutual written consent of the parties.

(e) Scheduling - In scheduling any grievance in Step Two or Step Three, preference shall be given to any grievance involving the discharge of an employee or a grievance involving the Industry Experience Roster.

(f) Disciplinary Memos - Disciplinary memos issued to an employee are admissible evidence in a grievance and/or arbitration proceeding. However, such disciplinary memoranda, other than those resulting in a suspension or discharge, issued more than two (2) years prior to the incident or events giving rise to said grievance shall not be admissible.

(g) An arbitration award issued in either expedited or regular arbitration proceedings or a final and binding award rendered in Step

Two of the grievance procedure which requires the payment of a specific sum of money shall be paid within thirty (30) days of the date of the award. If payment is not made within said period, interest shall accrue on the sum(s) due from the date of the award at the rate of one percent (1%) per month.

If a calculation is required to determine the specific amount(s) due under the award, the Producer shall calculate such amount(s) and shall notify the other party of the specific sum(s) due within sixty (60) days of the date of the award. If such calculation is not made or if notice is not given as required, interest shall accrue on the sum(s) due from the date of the award at a rate of one percent (1%) per month. If, after calculation, the parties disagree on the sum(s) due, or if the amount(s) due and owing under the award cannot be calculated within the sixty-day period as a result of factors beyond the control of the Producer, then no interest shall accrue upon the sum(s) due.

## **ARTICLE 8. Conflict With Laws**

In the event that any provisions of this Agreement relating to the amounts and payment of wages or other financial benefits are affected by any legislation, decision of a court of competent jurisdiction or governmental regulation in such manner so that such wages or other financial benefits would be increased over, or decreased under, the amount intended to be paid by the parties hereto at the time of the execution of this Agreement, then each of the parties hereto agrees that upon written notice from the other party setting forth the provisions to be negotiated, they will renegotiate for modification of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, and will provide, as nearly as possible, for payment of wages or other financial benefits in the amount intended to be paid by the parties hereto at the time of the execution hereof.

If the parties are unable to arrive at an agreement within thirty (30) days after delivery of such notice, then such provisions in question shall be immediately submitted to an Arbitration Committee composed of one member designated by the Producer, one member by the Union and an Impartial Chairman, to be selected by such other two (2) members within ten (10) days following such thirty-day period provided above. This Arbitration Committee shall promptly proceed to hear and settle such matter. The authority of this Arbitration Committee to decide shall be limited solely to determining the appropriate modifications of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or governmental regulation,

as the case may be, and will provide, as nearly as possible, for the payment of wages and other financial benefits in the amount intended to be paid by the parties at the time of execution of this Agreement.

The terms and conditions of such appropriate modifications, if any, by the said Arbitration Committee, shall be effective and operative as of the date on which the provisions, so modified accordingly, were so affected by any such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, in such manner and to the extent as above described and provided. The amounts and payments of wages or other financial benefits contained in such appropriate modifications, if any, made by such Arbitration Committee, shall be computed and paid thereunder retroactive to the effective date of such modifications. In the event that no such modifications can be made, as above provided, because of any legislation, decision of a court of competent jurisdiction or governmental regulation, Producer shall not be liable for any retroactive back pay adjustments, or any other penalty, if any such modification is thereafter permissible. The decision of the said Arbitration Committee shall be final and shall not be subject to the Grievance and Arbitration Procedure in Article 7 above, but its authority to decide shall be limited to the issue and remedy herein provided. The above procedure and conditions shall be the exclusive remedy for determining any dispute arising under this Article 8.

Upon written notice by such Arbitration Committee to the respective parties hereto, the modification of such provisions as determined by said Committee, as above provided, shall automatically become a part of this Agreement. Fees and expenses of the Impartial Chairman shall be borne equally by the Union and the Producer.

## **ARTICLE 9. Term of Agreement**

The term of this Agreement shall be for a period commencing with August 1, 2018 and extending to and including July 31, 2021.

Either party may, by written notice (certified mail) to the other served on or before May 1, 2021, request renegotiation of the "Wage Scales, Hours of Employment and Working Conditions" of this Agreement. Such notice shall set forth in detail the proposals or recommendations of the party serving said notice of request for renegotiation. If such notice is served, the parties agree to commence negotiations within thirty (30) days after May 1, 2021 concerning the proposals or recommendations set forth in such notice and to continue negotiations diligently and in good faith on such proposals or recommendations which are submitted in such negotiations.

## **ARTICLE 10. Interpretation**

Unless otherwise specifically defined herein, terms shall be given common meaning in the motion picture industry.

This Agreement hereby terminates and replaces the previous Agreement between the parties hereto entitled “Agreement of August 1, 2015 between Producer and I.A.T.S.E. & M.P.T.A.A.C. and Local #871 thereof.”

## **ARTICLE 11. Gender - Included Meanings**

Words used in this Agreement in the masculine gender include the feminine and the neuter.

## **ARTICLE 12. California Sick Leave**

(a) Accrual. Commencing July 1, 2015, eligible employees covered by the IATSE Basic 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 (90<sup>th</sup>) day of 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.)

(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.

(c) For employees employed on an hourly or 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 his 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 under the studio minimum wage scales or one-sixth (1/6th) of the employee's weekly rate under the distant location minimum wage scales (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees (including "on call" 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."<sup>3</sup> 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)

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<sup>3</sup> "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.

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 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, 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.

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

### **ARTICLE 13. Waiver of New York City Earned Safe and Sick Time Act and Similar Laws**

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); the New Jersey Paid Sick Leave Act (C.34:11-56a *et seq.*); 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 37.01.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); 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; 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.

## **WAGE SCALES, HOURS OF EMPLOYMENT AND WORKING CONDITIONS**

### **I. STUDIO MINIMUM WAGE SCALES**

1. (a) (1) (i) The following minimum wage scale shall be effective for the period commencing with July 29, 2018 to and including August 3, 2019 for employees employed on motion pictures covered under this Agreement other than one-half hour prime time dramatic television motion pictures recorded digitally.

Script Supervisors/ Continuity, Coordinators, Accountants & Allied Production Specialists Guild, Local #871 <b>7/29/18 - 8/3/19</b>	Studio Minimum Rates		
	Schedule A Daily Employees	Schedule B <sup>1</sup> Weekly Employees	
Occ. Code No. Classification	1½ after 6 and/or 40 hours; Min. Call - 10½ hours	Weekly Guarantee - 54 cumulative hours; 5 consecutive days; Minimum Call - 9 hours; 1½ after 40 hours	
	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee
	Per Hour	Per Hour	Per Week
7701 Script Supervisor 1st year in Industry <sup>2</sup>	\$36.85	\$36.21	\$2,208.81
7702 Script Supervisor 2nd year in Industry <sup>2</sup>	39.23	38.06	2,321.66
7703 Script Supervisor 3rd year in Industry <sup>3</sup> and thereafter	41.47	40.17	2,450.37
7704 Teleprompter Operator	1½ after 8 and/or 40; Min. Call - 8 hrs.		
	Regular Basic Hourly Rate		
	Per Hour		
	\$43.79		

Footnotes applicable to this Paragraph 1.(a)(1)(i) begin on page 25.

(1) (ii) The following minimum wage scale shall be effective for the period commencing with July 29, 2018 to and including August 3, 2019 for employees employed on one-half hour prime time dramatic television motion pictures recorded digitally.

Script Supervisors/ Continuity, Coordinators, Accountants & Allied Production Specialists Guild, Local #871 <b>7/29/18 - 8/3/19</b>  [One-Half Hour Prime Time Dramatic Television Motion Pictures Recorded Digitally]		Studio Minimum Rates		
		Schedule A Daily Employees	Schedule B-1 <sup>1</sup> Weekly Employees	
Occ. Code No. Classification	1½ after 8 hours; Min. Call - 8 hours	Weekly Guarantee - 50 cumulative hours; Minimum Call - 8 hours; 1½ after 40 hours		
	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
	Per Hour	Per Hour	Per Week	
7701 Script Supervisor 1st year in Industry <sup>2</sup>	\$36.85	\$36.21	\$1,991.55	
7702 Script Supervisor 2nd year in Industry <sup>2</sup>	39.23	38.06	2,093.30	
7703 Script Supervisor 3rd year in Industry <sup>3</sup> and thereafter	41.47	40.17	2,209.35	
7704 Teleprompter Operator	1½ after 8 and/or 40; Min. Call - 8 hrs.			
	Regular Basic Hourly Rate			
	Per Hour			
	\$43.79			

Footnotes applicable to this Paragraph 1.(a)(1)(ii) begin on page 25.

(2) (i) The following minimum wage scale shall be effective for the period commencing with August 4, 2019 to and including August 1, 2020 for employees employed on motion pictures covered under this Agreement other than one-half hour prime time dramatic television motion pictures recorded digitally.

Occ. Code No. Classification	Studio Minimum Rates		
	Schedule A Daily Employees	Schedule B <sup>1</sup> Weekly Employees	
	1½ after 6 and/or 40 hours; Min. Call - 10½ hours	Weekly Guarantee - 54 cumulative hours; 5 consecutive days; Minimum Call - 9 hours; 1½ after 40 hours	
Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	Per Week
Per Hour	Per Hour	Per Week	
7701 Script Supervisor 1st year in Industry <sup>2</sup>	\$37.96	\$37.30	\$2,275.30
7702 Script Supervisor 2nd year in Industry <sup>2</sup>	40.41	39.20	2,391.20
7703 Script Supervisor 3rd year in Industry <sup>3</sup> and thereafter	42.71	41.38	2,524.18
7704 Teleprompter Operator	1½ after 8 and/or 40; Min. Call - 8 hrs.		
	Regular Basic Hourly Rate		
	Per Hour		
	\$45.10		

Footnotes applicable to this Paragraph 1.(a)(2)(i) begin on page 25.

(2) (ii) The following minimum wage scale shall be effective for the period commencing with August 4, 2019 to and including August 1, 2020 for employees employed on one-half hour prime time dramatic television motion pictures recorded digitally.

Script Supervisors/ Continuity, Coordinators, Accountants & Allied Production Specialists Guild, Local #871 <b>8/4/19 - 8/1/20</b>		Studio Minimum Rates		
		Schedule A Daily Employees	Schedule B-1 <sup>1</sup> Weekly Employees	
Occ. Code No. Classification	[One-Half Hour Prime Time Dramatic Television Motion Pictures Recorded Digitally]	1½ after 8 hours; Min. Call - 8 hours	Weekly Guarantee - 50 cumulative hours; Minimum Call - 8 hours; 1½ after 40 hours	
	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
	Per Hour	Per Hour	Per Week	
7701 Script Supervisor 1st year in Industry <sup>2</sup>	\$37.96	\$37.30	\$2,051.50	
7702 Script Supervisor 2nd year in Industry <sup>2</sup>	40.41	39.20	2,156.00	
7703 Script Supervisor 3rd year in Industry <sup>3</sup> and thereafter	42.71	41.38	2,275.90	
7704 Teleprompter Operator	1½ after 8 and/or 40; Min. Call - 8 hrs.			
	Regular Basic Hourly Rate			
	Per Hour			
	\$45.10			

Footnotes applicable to this Paragraph 1.(a)(2)(ii) begin on page 25.

(3) (i) The following minimum wage scale shall be effective for the period commencing with August 2, 2020 to and including July 31, 2021 for employees employed on motion pictures covered under this Agreement other than one-half hour prime time dramatic television motion pictures recorded digitally.

Occ. Code No. Classification	Studio Minimum Rates		
	Schedule A Daily Employees	Schedule B <sup>1</sup> Weekly Employees	
	1½ after 6 and/or 40 hours; Min. Call - 10½ hours	Weekly Guarantee - 54 cumulative hours; 5 consecutive days; Minimum Call - 9 hours; 1½ after 40 hours	
Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	Per Week
Per Hour	Per Hour	Per Week	
7701 Script Supervisor 1st year in Industry <sup>2</sup>	\$39.10	\$38.42	\$2,343.62
7702 Script Supervisor 2nd year in Industry <sup>2</sup>	41.62	40.38	2,463.18
7703 Script Supervisor 3rd year in Industry <sup>3</sup> and thereafter	43.99	42.62	2,599.82
7704 Teleprompter Operator	1½ after 8 and/or 40; Min. Call - 8 hrs.		
	Regular Basic Hourly Rate		
	Per Hour		
	\$46.45		

Footnotes applicable to this Paragraph 1.(a)(3)(i) begin on page 25.

(3) (ii) The following minimum wage scale shall be effective for the period commencing with August 2, 2020 to and including July 31, 2021 for employees employed on one-half hour prime time dramatic television motion pictures recorded digitally.

Script Supervisors/ Continuity, Coordinators, Accountants & Allied Production Specialists Guild, Local #871 <b>8/2/20 - 7/31/21</b>		Studio Minimum Rates		
		Schedule A Daily Employees	Schedule B-1 <sup>1</sup> Weekly Employees	
Occ. Code No. Classification	[One-Half Hour Prime Time Dramatic Television Motion Pictures Recorded Digitally]	1½ after 8 hours; Min. Call - 8 hours	Weekly Guarantee - 50 cumulative hours; Minimum Call - 8 hours; 1½ after 40 hours	
	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee	
	Per Hour	Per Hour	Per Week	
7701 Script Supervisor 1st year in Industry <sup>2</sup>	\$39.10	\$38.42	\$2,113.10	
7702 Script Supervisor 2nd year in Industry <sup>2</sup>	41.62	40.38	2,220.90	
7703 Script Supervisor 3rd year in Industry <sup>3</sup> and thereafter	43.99	42.62	2,344.10	
7704 Teleprompter Operator	1½ after 8 and/or 40; Min. Call - 8 hrs.			
	Regular Basic Hourly Rate			
	Per Hour			
	\$46.45			

Footnotes applicable to this Paragraph 1.(a)(3)(ii) begin on page 25.

- <sup>1</sup> a) Weekly Employees - Employees under this schedule shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the five-day workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek, with a guarantee that the employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each five-day workweek.
- b) The guaranteed pay of weekly employees who absent themselves without the employer's consent may be reduced one-fifth (1/5) of the weekly guarantee for each day of absence.
- c) A combination of employment under studio and distant location schedules may be used to fulfill the guarantee of five (5) days for studio employment.
- <sup>2</sup> For determining the appropriate classification of the presently employed Script Supervisors, each such employee's previous experience as a Script Supervisor in the Motion Picture Industry, not to exceed three (3) years, will be certified by the Union. For this purpose, one (1) year shall be deemed to mean a total of two hundred (200) days, not necessarily consecutive, of actual employment as a Script Supervisor, or the lapse of one (1) calendar year, whichever is the longer period of time.
- <sup>3</sup> When a Script Supervisor, currently employed, is assigned by the employer to be responsible for supervision of the work of one (1) or more Script Supervisors, such employee shall be paid an additional ten percent (10%) of the Occ. Code #7703 rate. This is not applicable when a person is initially employed as a Script Supervisor to supervise at a rate not less than Occ. Code #7703 plus ten percent (10%) of the #7703 rate. The foregoing shall not apply in any case in which an employee assumes the responsibility of supervising other employees on his own initiative and without the specific approval of the Producer. The additional compensation shall be paid only for the period that the Script Supervisor is assigned to supervise or be responsible for the work of a second Script Supervisor.

(b) No Clause.

(c) Cumulative Weekly Schedule Employee's Workweek Split Between Studio and Distant Location

(1) When a cumulative Weekly Schedule employee works five (5) consecutive days in a combination of studio and distant location

employment in the same workweek, such five (5) days shall be computed and paid based on a full workweek under the studio minimum weekly schedule applicable to such employee.

(2) When a cumulative Weekly Schedule employee works six (6) consecutive days in a combination of studio and distant location employment in the same workweek, with the sixth day worked a distant location day, then the first five (5) days of such workweek shall be computed and paid based on a full workweek under the studio minimum weekly schedule applicable to such employee. If the sixth day worked in an employee's workweek is a distant location day in such a six (6) consecutive day week, such day shall be paid for at straight time based on the Regular Basic Hourly Rate of such employee's weekly schedule, subject to time and one-half after forty (40) hours of work time. The minimum call for the sixth day worked in an employee's workweek is eight (8) hours.

(d) Payment for Sixth Day Worked When Cumulative Weekly Schedule Employees Work Six (6) Days in the Studio or on Nearby Location

When an employee under a cumulative Weekly Schedule works six (6) days within his workweek in the studio or at a nearby location, compensation for such sixth day worked shall be at the rate of time and one-half based on the employee's Weekly Schedule Regular Basic Hourly Rate. The minimum call is eight (8) hours.

(e) Date Compensation Begins

Compensation for the initial employment of a Script Supervisor shall commence from the date of delivery of any portion of a theatrical or long-form television (over sixty (60) minutes) script, or upon a mutually agreed-upon start date which has been set forth in a deal memo.

(f) Shooting with Two or More Cameras Simultaneously

When two (2) or more cameras are utilized for a substantial part of the day of shooting and only one (1) Script Supervisor is employed, said Script Supervisor shall be paid, as an allowance, an additional flat sum of forty dollars (\$40.00) for that day. When more than six (6) manned cameras are utilized for a substantial part of the day of shooting and only one (1) Script Supervisor is employed, said Script Supervisor shall be paid, as an allowance, an additional flat sum of forty dollars (\$40.00) for that day. This provision does not apply to the multiple-camera format of the type referred to in the industry as a "three-camera show" or a "four-camera show."

“Substantial part of the day,” for purposes of this provision only, is defined as the simultaneous utilization, including set-up time spent by Script Supervisors, of two (2) or more cameras (or more than six (6) manned cameras, as applicable) for fifty percent (50%) or more of the shooting day.

“Shooting day,” for the purposes of this provision only, is defined as the elapsed time between the call and the set wrap, excluding meal time(s).

The information as to the time worked by the Script Supervisor or on utilization involving two (2) or more cameras (or more than six (6) manned cameras, as applicable) shall be submitted by the Script Supervisor on a currently-required report furnished to the Producer.

## **1.1 Other Provisions: Preparation Pay and Wrap Time**

### **(a) Preparation for Free Television Pictures**

Effective Dates	Allowance Per Picture				
	A	B	C	D	E
Minutes of Air Time Including Commercials:					
30 min. or less; one (1) day's pay	60 min. or less (but more than 30 min.); 2½ days pay	90 min. or less (but more than 60 min.); five (5) days pay	179 min. or less (but more than 90 min.); eight (8) days pay	180 min. or more; ten (10) days pay	
7701 Script Supervisor					
7/29/18 - 8/3/19	\$441.76	\$1,104.41	\$2,208.81	\$3,534.10	\$4,417.62
8/4/19 - 8/1/20	455.06	1,137.65	2,275.30	3,640.48	4,550.60
8/2/20 - 7/31/21	468.72	1,171.81	2,343.62	3,749.79	4,687.24
7702 Script Supervisor					
7/29/18 - 8/3/19	464.33	1,160.83	2,321.66	3,714.66	4,643.32
8/4/19 - 8/1/20	478.24	1,195.60	2,391.20	3,825.92	4,782.40
8/2/20 - 7/31/21	492.64	1,231.59	2,463.18	3,941.09	4,926.36
7703 Script Supervisor					
7/29/18 - 8/3/19	490.07	1,225.19	2,450.37	3,920.59	4,900.74
8/4/19 - 8/1/20	504.84	1,262.09	2,524.18	4,038.69	5,048.36
8/2/20 - 7/31/21	519.96	1,299.91	2,599.82	4,159.71	5,199.64

Preparation pay is recognized as work hours guaranteed or hours worked. Health and welfare, pension, holiday and vacation payments are based on the following schedule:

Allowance Per Picture:				
A	B	C	D	E
Minutes of Air Time Including Commercials:				
30 minutes or less	60 minutes or less (but more than 30 minutes)	90 minutes or less (but more than 60 minutes)	179 minutes or less (but more than 90 minutes)	180 minutes or more
1 day's pay; 10.8 hours* x 1	2½ days pay; 10.8* x 2½	5 days pay; 10.8* x 5	8 days pay; 10.8* x 8	10 days pay; 10.8* x 10

\* Reference Paragraph 4, "Fractional Payroll Weeks;" the minimum guarantee is ten and eight-tenths (10.8) hours per day.

(b) Preparation Pay for Limited Series Productions (Mini-Series)

Preparation pay for a single television production of more than one hundred eighty (180) minutes shown over more than one (1) day or night shall be as follows:

Three (3) hours, or 180 minutes, equals ten (10) days of preparation pay. Each hour thereafter equals two (2) days of preparation pay.

SCALE EXAMPLE:		
	10 days	2 days
7701 Script Supervisor		
7/29/18 - 8/3/19	\$4,417.62	\$883.52
8/4/19 - 8/1/20	4,550.60	910.12
8/2/20 - 7/31/21	4,687.24	937.45
7702 Script Supervisor		
7/29/18 - 8/3/19	4,643.32	928.66
8/4/19 - 8/1/20	4,782.40	956.48
8/2/20 - 7/31/21	4,926.36	985.27
7703 Script Supervisor		
7/29/18 - 8/3/19	4,900.74	980.15
8/4/19 - 8/1/20	5,048.36	1,009.67
8/2/20 - 7/31/21	5,199.64	1,039.93

Health and welfare, pension, holiday and vacation payments are based on the following schedule:

Ten (10) days pay: 10.8 hours x 10

Two (2) days pay: 10.8 hours x 2

(c) Preparation Pay for Theatrical Motion Pictures

Preparation pay for theatrical motion pictures shall be not less than two (2) weeks.

SCALE EXAMPLE:	
7701 Script Supervisor	
7/29/18 - 8/3/19	\$4,864.20
8/4/19 - 8/1/20	5,010.72
8/2/20 - 7/31/21	5,161.20
7702 Script Supervisor	
7/29/18 - 8/3/19	5,178.36
8/4/19 - 8/1/20	5,334.12
8/2/20 - 7/31/21	5,493.84
7703 Script Supervisor	
7/29/18 - 8/3/19	5,474.04
8/4/19 - 8/1/20	5,637.72
8/2/20 - 7/31/21	5,806.68

Health and welfare, pension, holiday and vacation payments are based on the following schedule:

Two (2) weeks equals ten (10) days pay: 10.8 hours x 10

(d) The above schedules relating to preparation time are subject to the following conditions:

(1) Payment of preparation pay shall be made to the employee not later than Thursday of the second payroll week following the payroll week in which such allowance is earned.

(2) Preparation pay is recognized as work hours guaranteed or hours worked. Health and welfare, pension, holiday and vacation payments shall be paid per the above examples.

(e) Wrap Time

Sufficient wrap time will be given Script Supervisors after daily production to complete the required reports for the Producer up to a maximum of the following:

One-half (½) hour television show - thirty (30) minutes  
One (1) hour television show - one (1) hour  
Theatrical films - one (1) hour

The above time will not be exceeded unless prior approval is obtained from the production office.

## **2. Classification and Wage Schedule**

(a) Each employee shall be notified at the time of his employment under which classification and wage schedule he is employed. He shall also be notified before any change of classification or wage schedule is effective and such change shall not be retroactive. However, employees may be adjusted retroactively when misclassified. The employee's classification and wage schedule shall be shown on his time card.

(b) Should the parties find that there are other classifications employed on productions recorded digitally for which there are no analogous classifications herein and the duties for which would fall within the jurisdiction of this Agreement, the parties agree to meet in the Producer – I.A.T.S.E. Cooperative Committee to resolve questions as to the appropriate rate for such classifications.

## **3. Payroll Week**

The full payroll week shall be from midnight Saturday to midnight Saturday.

## **4. Fractional Payroll Weeks**

The parties confirm that any day worked by a Weekly Schedule employee in a partial workweek either before or after one (1) full week of employment may be prorated at the rate of one-fifth (1/5) of the studio weekly rate for each studio workday.

(See Paragraph 33 for distant location fractional payroll weeks.)

## **II. STUDIO WORKING CONDITIONS**

The provisions of this Section II shall not be applicable where otherwise provided nor shall they be applicable to employees hired under the "On Call" schedule.

### **5. No Clause.**

### **6. Minimum Calls**

(a) The minimum call is a guarantee of employment for the number of hours of the minimum call indicated in the wage schedules.

The parties hereby confirm the following: The guaranteed length of employment shall be daily or weekly. A guarantee for a longer term shall be specifically set forth in writing. An employee may be replaced following completion of the guaranteed period of employment.

(b) Employees shall hold themselves in readiness to serve the Producer during the period of the minimum call and such additional time as the Producer may require.

(c) Minimum calls for Daily Schedule employees are subject to the provisions of Paragraph 14.

(d) Minimum calls for Weekly Schedule employees are guaranteed for five (5) consecutive days out of seven (7) consecutive days, commencing with the first of such five (5) days worked, including holidays, during the period of employment.

(e) A four (4) hour minimum call shall apply for any day on which an employee, at the request of an individual Producer, reports for safety training.

## **6.1 Weather Permitting Calls**

Schedule A (Daily) employees responding to “weather permitting” calls shall be allowed one-half ( $\frac{1}{2}$ ) the scheduled minimum call if not required to work.

## **7. Overtime**

(a) All time and one-half, “not less than one and one-half,” double time, Golden Hour pay and pay for the sixth or seventh day worked in the employee’s workweek and holidays in excess of the Regular Basic Hourly Rate are paid as overtime compensation and shall not be compounded.

(b) Overtime paid on a daily basis shall be computed at the Regular Basic Hourly Rate in effect when the overtime occurs.

(c) Overtime paid on a weekly basis shall be computed at the mean Regular Basic Hourly Rate.

(d) No clause.

(e) Meal delay penalties (Paragraph 20), pay for call-back intervening time of less than five (5) hours (Paragraph 10) and hazardous work allowances (Paragraph 52) shall be included as a part of

the Regular Basic Hourly Rate in computing overtime required by the Fair Labor Standards Act.

**8. Workweek; Sixth or Seventh Day Worked in an Employee's Workweek**

(a) The regular studio workweek shall consist of any five (5) consecutive days out of any seven (7) consecutive days, commencing with the first of such five (5) days. However, the five (5) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled five-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday and Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday does not violate the five (5) consecutive days requirement.)

(b) Time and one-half shall be paid for the employee's sixth day of work within a workweek. Double time shall be paid for the employee's seventh day of work within a workweek. All employees are paid at their scheduled Regular Basic Hourly Rates. The minimum call is as provided in Paragraph 1.

In the event that any daily employee who is not on a regularly-scheduled workweek works six (6) days, starting with the first day worked, within a seven (7) consecutive day period, he shall be paid time and one-half for the sixth day worked.

If a weekly employee or a regularly-scheduled, five-day-per-week daily employee is required to work six (6) days in his workweek, the Producer shall make reasonable good faith efforts to schedule the employee to work on six (6) consecutive days. Any unresolved dispute as to whether the Producer has made such reasonable good faith efforts shall be submitted to the International President and the President of the AMPTP for resolution.

(c) Except as provided in this subparagraph, a work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day. The foregoing rule shall not apply in the following situations: (1) If an "on production" employee's fifth day of work in a workweek occurs on a Friday and his shift commences after 8:00 p.m. and overlaps into Saturday, he shall be paid time and one-half for the hours worked on Saturday; and (2) an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid in accordance with the "Provisions for Holidays Worked" under this Agreement for those hours worked on the calendar holiday.

(d) The guaranteed pay of weekly employees who absent themselves without the Producer's consent may be reduced one-fifth (1/5) of the weekly guarantee for each day of absence.

(e) (1) In situations involving a change of schedule for regularly-scheduled employees, accommodations will be made, to the extent practicable, to avoid a reduction in the number of workdays for the employee, without requiring the employer to pay premium pay.

(2) The Producer shall give reasonable notice of a change of shift (*e.g.*, from a Monday through Friday shift to a Tuesday through Saturday shift) to regularly-scheduled employees. In the event that the employee would receive fewer than two (2) days off in the workweek as a result of the shift change, the following alternatives shall be available:

(i) As to "off production" employees:

(A) If the Producer and the employee so agree, the employee may work at straight time without having two (2) days off;

(B) The Producer may require employees to take an additional day off (and such scheduling shall not be deemed to constitute a prohibited relay call), thereby avoiding premium pay; or

(C) The Producer must pay the employee time and one-half if it requires the employee to work on the day which would otherwise be the employee's regularly-scheduled day off.

(ii) As to "on production" employees, once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for employees working on production without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off. Otherwise, the Producer must pay the employee appropriate premium pay if it requires the employee to work on the day(s) which would otherwise be the employee's regularly-scheduled day(s) off.

(iii) In addition to the shift outlined in subparagraph (ii) above, the IATSE agrees that it will not unreasonably deny a request to shift the workweek of production employees without incurring additional costs when a production travels to a new city.

(3) The Producer shall endeavor to make reasonable accommodations for regularly-scheduled employees on payroll who do not wish to change to a new shift that includes Saturday or Sunday as regularly-scheduled workday(s).

(f) The Producer shall not lay off and rehire the same employee within the same workweek for the purpose of avoiding premium pay.

(g) With respect to assignments to regularly-scheduled, five-day-per-week shifts that include Saturday and/or Sunday, the Producer will first solicit volunteers to work such shifts. In the event of an insufficient number of volunteers to fill such positions, the Producer may hire as provided in this Agreement.

(h) Employees who are not on the payroll of the Producer will not be taken off the roster for refusal to accept calls for work on Saturday and/or Sunday. In other cases, the exceptions to roster removal set forth in Paragraph 68 of this Agreement shall continue to apply.

(i) In the event an employee is absent on a regularly-scheduled workday and offers to work an additional day in such workweek to compensate for the day of absence, and the Producer accepts such offer, such employee shall be paid at straight time for such “make-up” day.

(j) In the event a holiday falls on an employee’s regularly-scheduled workday and the employee is not required to work on such holiday, but is required to work on either or both of his regularly-scheduled days off in that workweek, such employee shall be paid time and one-half if he works on one of such regularly-scheduled days off and, in addition, shall be paid double time if he also works on the second of such regularly-scheduled days off.

## 9. Holidays

(a) All employees are paid for holidays at their scheduled Regular Basic Hourly Rates. The minimum call for a holiday that is any day other than the sixth or seventh day worked in an employee’s workweek is as specified in Paragraph 1 above. The minimum call for a holiday that is the sixth day worked in an employee’s workweek is eight (8) hours.

An employee shall not be taken off a weekly schedule solely for the purpose of evading the holiday obligation under this Paragraph.

(b) New Year’s Day, Presidents’ Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays. Martin Luther King Day shall be added as a holiday if the Producers agree in negotiations with either the Directors Guild of America, the Screen Actors Guild-American Federation of Television and Radio Artists or the Basic Crafts Unions (*i.e.*, I.B.E.W., Local #40; Plumbers, Local #78; Teamsters, Local #399; Laborers, Local #724 and Plasterers, Local #755) to add same as an additional holiday.

If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if a holiday falls on Sunday, the following Monday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday.

For work performed in Canada, Producer may elect to observe the following Canadian holidays in lieu of the referenced holidays listed above:

- (1) Victoria Day in lieu of Memorial Day; and
- (2) Canada Day in lieu of Independence Day (July 4<sup>th</sup>);

provided that the two holidays are within the employee's period of employment and the Producer gives no less than two (2) weeks' notice to the affected employee, unless the employee has been employed fewer than two (2) weeks prior to the first of the two holidays, in which case the Producer will provide notice to the affected employee at the time of hire. When the employee has not been employed on the Canadian holiday set forth above, but is employed to work on the U.S. holiday, the employee shall be paid a premium for the corresponding U.S. holiday. The Union will not unreasonably deny requests to exchange other Canadian holidays for those listed above (such as Family Day in lieu of Presidents' Day or Easter Monday in lieu of Good Friday).

**(c) Provisions for Holidays not Worked**

- (1) Daily Employees

Effective in the period January 1, 2018 to and including December 31, 2018, in the period January 1, 2019 to and including December 31, 2019 and in the period January 1, 2020 to and including December 31, 2020, a Daily Schedule employee shall receive 3.719% of his annual straight or guaranteed work time earnings as payment for holidays not worked. Pay at straight time only for unworked holidays paid to Daily Schedule employees during distant location employment

shall be offset against such employee's annual holiday compensation, computed as above.

(2) Weekly Employees

Employee shall receive work time credit for each holiday not worked in an amount equal to the minimum call specified in the schedule under which employee is employed. Said amount shall be paid as compensation for readiness to perform services even though no actual work is required.

(d) Provisions for Holidays Worked

(1) Daily Employees shall receive double the Regular Basic Hourly Rate.

(2) As to Weekly Employees, hours worked shall be included as work time. In addition, employee shall receive pay at the Regular Basic Hourly Rate for the number of hours worked.

(e) The total amount of salary paid in the period January 1, 2018 to and including December 31, 2018, in the period January 1, 2019 to and including December 31, 2019 and in the period January 1, 2020 to and including December 31, 2020 to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 3.719% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 3.719% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

The foregoing shall be subject to the following provisions:

(1) "Weekly schedule of pay," in the case of a Weekly Schedule employee with a basic hourly rate and a specified number of hours in the workweek, shall be deemed to mean the scheduled pay for such specified hours only. A day's holiday pay for such schedule shall be considered as one-fifth (1/5) of such weekly schedule rate of pay for studio workweeks, and one-sixth (1/6) of such weekly schedule rate of pay for distant location workweeks.

(2) No clause.

(3) Vacation pay, severance pay and premium pay for holidays actually worked shall be excluded from the applicable percentage computation required under this subparagraph (e) above.

(4) The applicable percentage computation described under this subparagraph (e) above shall not be applicable to any employee hereunder for any calendar year in which he is paid for nine (9) recognized holidays not worked.

(f) Presentation of Claim For Holiday and/or Vacation Pay

(1) Producers that currently pay for vacations and/or holidays on a weekly basis shall continue to adhere to their existing practice. Producers that currently make vacation and/or holiday payments pursuant to subparagraph (f)(2) below may instead elect on a production-by-production basis to pay on a weekly basis.

(2) Producers that currently pay for vacations and/or holidays at the end of the calendar year shall elect one of the following procedures for employees on layoff and for employees on payroll:

(i) With respect to employees on layoff:

(A) On or after March 15 of the year following the calendar year in which vacation and/or holiday pay was earned, the Producer shall either:

(1) mail or deliver to such employee his vacation and/or holiday pay; or

(2) notify each such employee that he should claim his vacation and/or holiday pay pursuant to the provisions of this Agreement.

(B) In the event the Producer mails the employee's vacation and/or holiday paycheck and it is returned or if the employee fails, within thirty (30) days following the date of mailing of the notice referred to in subparagraph (f)(2)(i)(A)(2) above, to claim his/her vacation and/or holiday pay, the Producer shall notify the Local Union of the names of those employees who have not claimed vacation and/or holiday pay. In the case of employees whose checks were returned, the Producer shall also forward the returned check(s) to the Local Union.

(C) The Local Union shall endeavor to locate any employee who has not claimed his vacation and/or holiday pay. If it does so, it shall forward to the employee his check or otherwise advise the employee of the department of the Producer to contact to claim such pay.

(D) If the Local Union is unable, within thirty (30) days following the receipt of the notice referred to in subparagraph (f)(2)(i)(B) above, to locate such employee(s), the Local Union shall so advise the Producer and return any unclaimed check(s) to the Producer.

(E) On or about March 15 of the second calendar year following the year in which vacation and/or holiday pay was earned (“the second calendar year”), employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such vacation and/or holiday pay will be sent to the Motion Picture Industry Pension Plan.

(F) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer’s and the Local Union’s obligations hereunder to the employee with respect to the payment of holiday and/or vacation pay.

(ii) With respect to employees on payroll:

(A) On or after March 15 of the year following the calendar year in which vacation and/or holiday pay was earned, the Producer shall either:

(1) mail or deliver to such employee his vacation and/or holiday pay; or

(2) notify each such employee that he should request holiday pay pursuant to the provisions of this Agreement and schedule his vacation according to this Agreement.

(B) In the event the employee fails to request such holiday pay and/or to schedule his vacation within thirty (30) days after the date of mailing of the notice referred to in subparagraph (f)(2)(ii)(A)(2) above, the Producer shall notify the Local Union of the names of those employees who have not claimed such pay and/or scheduled their vacation.

(C) The Local Union shall, within thirty (30) days after receipt of the notice referred to in subparagraph (f)(2)(ii)(B) above, endeavor to notify the employee and advise him to claim holiday pay and to schedule his vacation.

(D) On or about March 15 of the second calendar year, employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the Motion Picture Industry Pension Plan.

(E) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and Local Union's obligations hereunder with respect to the payment of vacation and/or holiday pay.

(3) New signatory Producers shall adhere to the practice of paying vacation and holiday pay currently on a weekly basis unless other arrangements are made by them with the IATSE.

## **10. Call-backs**

(a) (1) (i) The rest period for "On Production" employees, and for "Off Production" employees assigned to a production, shall be as provided in Paragraph 10(a)(1)(ii) below when such employees are employed on a part of a mini-series or on an episode of a series described in subparagraphs (A), (B) or (C) below, which part or episode commences principal photography on or after January 8, 2019:

(A) Any mini-series made for free or pay television or basic cable or that meets the definition of a "Mid-Budget SVOD" Series or a "High Budget SVOD" Series (as defined in Paragraphs D.(2) or G.(2), respectively, of the Sideletter re Productions Made for New Media) (hereafter "Mid-Budget SVOD" Series or "High Budget SVOD" Series); or

(B) Any one-hour episodic series made for free or pay television or basic cable or a 36 to 65 minute "Mid-Budget

SVOD” or “High Budget SVOD” episodic series that is in its second or subsequent season of production; or

(C) Any one-half hour single camera episodic series made for free or pay television or basic cable or a 20 to 35 minute single camera “Mid-Budget SVOD” or “High Budget SVOD” episodic series that is in its second or subsequent season of production.

(ii) (A) The rest period shall be ten (10) hours following dismissal when employed at a studio. If the foregoing rest period is invaded by no more than one (1) hour for an “On Production” employee (or no more than two (2) hours for an “Off Production” employee assigned to a production), the employee shall be paid additional straight time for all such invaded time. If the foregoing rest period is invaded by more than one (1) hour for an “On Production” employee (or by more than two (2) hours for an “Off Production” employee assigned to a production), then the penalty shall be as provided in Paragraph 11(b) below.

(B) The rest period shall be ten (10) hours following dismissal from a location within the studio zone. The penalty for an invasion of the foregoing rest period shall be as provided in Paragraph 11(b) below.

(C) The rest period shall be ten (10) hours from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees working in the secondary studio zone. The penalty for an invasion of the foregoing rest period shall be as provided in Paragraph 11(b) below.

(D) The rest period shall be ten (10) hours from the time the employee is deemed to have reached the place of reporting when working on a nearby location outside the secondary studio zone. If the foregoing rest period is invaded by no more than one (1) hour for an “On Production” employee (or no more than two (2) hours for an “Off Production” employee assigned to a production), the employee shall be paid additional straight time for all such invaded time. If the foregoing rest period is invaded by more than one (1) hour for an “On Production” employee (or by more than two (2) hours for an “Off Production” employee assigned to a production), then the penalty shall be as provided in Paragraph 11(b) below.

(2) The rest period for “On Production” employees and for “Off Production” employees assigned to a theatrical motion picture or a long-form television motion picture that commences principal photography on or after January 8, 2019 who work fourteen (14) or more

hours on two (2) consecutive days for the same Producer on the same production shall be ten (10) hours on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Producer on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off.

The rest period shall be measured from dismissal when the employee is employed in the studio or studio zone, from the time the employee is deemed to have reached the perimeter of the thirty-mile zone for employees working in the secondary studio zone or from the time the employee is deemed to have reached the place of reporting when working on a nearby location.

If the foregoing rest period is invaded by no more than one (1) hour for an “On Production” employee (or no more than two (2) hours for an “Off Production” employee assigned to a production) following dismissal from a studio or nearby location, the employee shall be paid additional straight time for all such invaded time. Otherwise, the penalty shall be as provided in Paragraph 11(b) below.

(3) Rest periods following dismissal shall be eight (8) hours for “Off Production” employees, except that for “Off Production” employees who report for work outside a studio but within the studio zone (or secondary studio zone), the rest period shall be ten (10) hours; nine (9) hours for “On Production” employees at the studio; ten (10) hours following any day worked within the studio zone (or secondary studio zone) for an employee who reports for work outside a studio but within the studio zone (or secondary studio zone); nine (9) hours for “On Production” employees on nearby locations; and eight (8) hours for “Off Production” employees on nearby locations:

(i) when those employees are employed on a pilot, the first season of a one-hour episodic series made for free or pay television or basic cable or a 36 to 65 minute “Mid-Budget SVOD” or “High Budget SVOD” episodic series or the first season of a one-half hour single camera episodic series made for free or pay television or basic cable or a 20 to 35 minute single camera “Mid-Budget SVOD” or “High Budget SVOD” episodic series;

(ii) when those employees are assigned to a theatrical motion picture or a long-form television motion picture and work fewer than fourteen (14) hours on two (2) consecutive days for the same Producer on the same production (*i.e.*, employees who do not qualify for the rest period set forth in subparagraph (a)(2) above);

(iii) for “Off Production” employees not assigned to a production;

(iv) before the effective date of the rest period provisions in subparagraphs (a)(1) or (2) above (*i.e.*, during the period between August 1, 2018 and January 7, 2019); and

(v) in any circumstance not covered by subparagraph (a)(1) or (2) above.

(b) Intervening time of less than five (5) hours between dismissal and call-back for 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 Period Following Dismissal		
Classification	Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee’s Workweek	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at 1½; 1½ 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 Paragraph 1.

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

## **11. Golden Hour Provisions**

(a) (1) All time worked at a studio zone (or secondary studio zone) location<sup>4</sup> or nearby location, including a combination of work in the same shift of work between a studio and any of such locations, in

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<sup>4</sup> See Paragraph 21(d)(2) for the Golden Hour rules that apply when an employee reports for work outside a studio and within the studio zone or secondary studio zone.

excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

Occurring on Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek:  
Two (2) times the scheduled Regular Basic Hourly Rate.

Occurring on the Sixth Day Worked in a Employee's Studio Workweek: Three (3) times the scheduled Regular Basic Hourly Rate.

Occurring on the Seventh Day Worked in an Employee's Studio Workweek or Holiday: Four (4) times the scheduled Regular Basic Hourly Rate.

(2) In a shift of work all of which occurs solely on the premises in a studio, all time worked in excess of twelve (12) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid at the following rates:

Occurring on Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek:  
Two (2) times the scheduled Regular Basic Hourly Rate.

Occurring on the Sixth Day Worked in the Employee's Studio Workweek: Three (3) times the scheduled Regular Basic Hourly Rate.

Occurring on the Seventh Day Worked in an Employee's Studio Workweek or Holiday: Four (4) times the scheduled Regular Basic Hourly Rate.

(3) For "on production" employees only who are employed on television productions and whose shift of work occurs solely on the premises in a studio, or at a studio zone (or secondary studio zone) location, or at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location, golden hours as provided in subparagraphs (1) and (2) above and in Paragraph 21(d)(2) shall be based on hours worked, rather than elapsed. For example, if such an employee works solely at a studio, all time worked in excess of twelve (12) work hours shall be Golden Hours and shall be paid for in accordance with subparagraph (2) above.

(b) Except as provided in Paragraph 10(a)(1) and (2), 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. (Deductible meal periods shall not be included in work time which is to be paid for at the applicable Golden Hour rate for "on production" employees employed on television productions whose shift of work occurs solely on the premises in a studio, at a studio zone (or secondary studio zone) location, at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location.)

If an employee reaches the Golden Hour rate applicable to the seventh day worked and continues to work past midnight on such seventh day worked, such rate shall apply until the employee is dismissed for a period of five (5) or more consecutive hours. If such dismissal is for five (5) or more hours but less than eight (8) hours, the employee shall revert to the regular weekday Golden Hour rate until he is dismissed for a period of eight (8) consecutive hours.

(c) To determine (1) when Golden Hours begin, or (2) the number of Golden Hours to be paid for once Golden Hours have begun, the following provisions shall apply:

WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS LESS THAN FIVE (5) HOURS	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS BETWEEN FIVE (5) HOURS AND THE END OF THE APPLICABLE REST PERIOD IN PARAGRAPH 10(a) (OTHER THAN AS PROVIDED IN PARAGRAPHS 10(a)(1)(ii)(A) AND (C) AND 10(a)(2) FOR INVADED HOURS ONLY)	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK IS PAID AT INVADED HOURS ONLY UNDER PARAGRAPHS 10(a)(1)(ii)(A) AND (C) AND 10(a)(2)	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK EXCEEDS THE APPLICABLE REST PERIOD
(Work Time)	(Interruption)	(Invaded by One (1) Hour or Less for “On Production” Employees or Two (2) Hours or Less for “Off Production” Employees Assigned to a Production under Paragraphs 10(a)(1)(ii)(A) and (C) and 10(a)(2))	(Full Rest Period)
Intervening time is work time and is added to previous and subsequent work time.	Intervening time is not work time, but previous and subsequent work time are added together to determine (1) and (2) above.	Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun; invaded hours paid at additional straight time.	Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun.

(d) No clause.

(e) Compensation for Golden Hours shall be used only to pay for Golden Hours and shall supersede and replace any other compensation for work time during Golden Hours. However, in the event of a forced call, Golden Hours may be used to fulfill minimum call guarantees on the day(s) of the forced call.

## **12. Interchange of Job Classifications**

The Producer shall have the same rights of interchange and cross-utilization with respect to Teleprompter Operators that it previously enjoyed when the Teleprompter Operator classification was covered under the Local #728 Agreement. It is agreed that if a Teleprompter Operator is employed, the Teleprompter Operator shall be considered to be an employee employed under the Local #728 Agreement for purposes of determining, under Paragraph 87 of the Local #728 Agreement, whether the required complement of Local #728 employees has been satisfied.

### **12.1 Alternating Script Supervisors on Episodic Television Series**

The Producer of an episodic television series may alternate Script Supervisors for some or all of the episodes of such series. If the Producer retains an alternating Script Supervisor on salary between episodes, no additional preparation pay allowance shall be required, other than the preparation pay allowance for the first episode to which the Script Supervisor is assigned.

## **13. No Clause.**

## **14. Layoff Provisions**

(a) A Schedule A (Daily) employee not personally notified of his discharge at the end of his shift, who reports for work at his next regular shift, shall be considered as having been called for a minimum call.

(b) The Union shall be notified of layoff and/or work call at the earliest time reasonably possible.

In order to implement this policy, upon the request of any Business Representative, a joint meeting will be arranged with the appropriate Executive, the Labor Relations Manager and the Producer's Department Head to discuss the above policy as applied to the Union.

If, subsequent to such meeting, the Union at any time believes that the notification policy is not being administered properly, it will discuss the matter with the Producer's Labor Relations Manager.

If the Union is not satisfied with the results following its discussion with the Labor Relations Manager, it may refer the matter to the Industry-Union Standing Committee.

## **15. Change and Cancellation of Calls**

- (a) If, at the time of a call, the employee called is not on the Producer's payroll, such call may not be cancelled.
- (b) No calls may be cancelled after an employee has been dismissed for the day and has left the work site.
- (c) Calls may be cancelled or changed (except as provided in subparagraphs (a) and (b) above) 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.
- (d) In addition to (c) above, calls may be pushed to a later hour provided that the employee receives at least nine (9) hours' notice of the new call time.

For example, an "on production" employee working at the studio is dismissed at 8:00 p.m and given a call time of 7:00 a.m. for the next day. The Producer wishes to push the employee's call time to 9:00 a.m. The Producer may change the employee's call time to 9:00 a.m. by giving the employee notice of the change prior to midnight.

### **15.1 Cancellation/Postponement of Production**

- (a) On Hollywood-based theatrical motion pictures, Producer shall give at least two (2) weeks notice prior to the start date, if practicable, and one (1) week's pay to a Script Supervisor who has been mutually contractually bound, orally or in writing, to work on a definite production to start at an approximately set date and the production is cancelled or postponed.
- (b) For long-form television (over ninety (90) minutes), if at the time of cancellation a Script Supervisor has not started to receive prep pay, said Script Supervisor shall receive one (1) week of prep pay. If said Script Supervisor has started to receive prep pay, said Script Supervisor shall be paid the entire prep allowance. Such payment shall be only for the balance of unpaid prep pay and any prep pay already paid shall be offset against the total prep pay.

## **16. No Clause.**

## **17. Time Cards and Computation of Work Time**

- (a) The employee's classification and wage schedule, starting and finishing time, deductible meal periods, rate changes and penalties,

if any, shall be shown on his time card. Any items changed after time card is approved must be reviewed by the employee.

(b) Work time shall be computed from time ordered to report at department headquarters until dismissed at department headquarters.

(c) The IATSE and an individual Producer may agree to relocate the time clock at a place other than an employee's department headquarters. The IATSE shall not unreasonably deny a request for relocation; provided, however, not more than one such request shall be made during the term of this Agreement. In the event of a dispute as to relocation of a time clock, the matter shall be submitted to the President of the IATSE and the President of the AMPTP for resolution.

When a designated time clock is established at a place other than an employee's department headquarters, work time shall be computed from the time the employee is ordered to report to the designated time clock location until dismissed at same location. Employees shall be given sufficient time to travel to and from such designated time clock and their department headquarters and work site.

(d) All time shall be computed in one-tenth hour (six minute) periods.

## **18. Stand-by Calls**

There shall be no stand-by or relay calls. Holidays or days that would otherwise constitute the sixth or seventh day worked in the employee's workweek are not considered regular days of work. When an employee is dismissed on the fifth day worked in his workweek with a call for work on the first day of the following workweek, it shall not be considered a relay or stand-by call.

The parties agree that the relay call prohibition shall not apply when an employee is not required to report to work on the day immediately prior to or following a holiday, which day would otherwise be a regularly-scheduled workday. For example, suppose an employee ordinarily works on a Monday through Friday schedule and December 25 (the Christmas holiday) falls on a Thursday. If the employee is not required to report to work on Friday, he may be given a call for the following Monday (December 29). As a further example, suppose the same facts as above except that Christmas falls on a Tuesday. If the employee is not required to report to work on the preceding Monday (December 24), he may be given a call on the preceding Friday (December 21) to return to work on Wednesday (December 26).

## **19. Pay-off Requirements**

(a) The regular pay day will be on Thursday (holiday weeks excluded). When employee is laid off and requests pay, he shall be paid at time of layoff or his pay check will be mailed within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.

(b) If, due to the fault of the Producer, an employee does not receive wages or salary on a timely basis, the Producer shall, within three (3) days after being so notified by the employee, issue a check in payment of same to the employee.

(c) The Producer agrees to use its best efforts to break down overtime payments on the employee's pay check stub and to show amounts paid as meal penalties.

## **20. Meal Periods and Meals**

The meal period provisions below apply to both "On Production" and "Off Production" employees.

(a) Meal periods shall be not less than one-half ( $\frac{1}{2}$ ) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half ( $1\frac{1}{2}$ ) hours. This guarantee does not apply when such meal is supplied at the Producer's expense.

(b) The employee's first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. A twelve (12) minute grace period may be called for production efficiency prior to imposition of any meal penalty. Such grace period shall not be scheduled nor automatic nor is it intended for everyday use. The twelve (12) minute grace period may not be utilized when the meal period has been extended as permitted by subparagraph (c) below. An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work, except as provided in subparagraph (d) below.

The Producers and the IATSE agree that they will work with the DGA in an effort to ensure that meal periods are called at the contractually-prescribed time for employees working on television motion pictures in a studio.

Upon the Local Union filing a claim that the Producer has violated the foregoing, it shall immediately notify the designated representative of the Producer. The Local Union and such representative of the Producer shall meet or confer in an attempt to resolve the dispute. In the event that no resolution is reached during such meeting or conference, the Local Union or the Producer may, within three (3) business days, request a hearing before a Special Committee consisting of three (3) representatives designated by the AMPTP and three (3) representatives designated by the IATSE.

The Special Committee shall investigate the facts of the case and mediate the dispute. In the event that the Special Committee is unable, through mediation, to achieve a resolution satisfactory to all parties, then the Local Union may proceed to arbitration.

(c) The meal interval may be extended one-half ( $\frac{1}{2}$ ) hour without penalty when used only for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic. In the case of Gang Bosses and/or other "Off Production" employees who normally overlap shifts, the meal interval will be extended not to exceed one-half ( $\frac{1}{2}$ ) hour without penalty.

(d) If any member of the company after commencement of work time is given a reasonable hot breakfast, without deducting the time spent in eating (30 minutes) from work time, then the first meal may be six (6) hours after such breakfast, except that when such breakfast is given within one (1) hour of the general crew call (either before or after), the first meal for such employee shall be due at the same time as a meal is due for the general crew. The parties hereby confirm that the reference to a "reasonable hot breakfast" means a meal appropriate to the time of day.

(e) When an "On Production" employee is away from home studio, Producer will supply meals (except when work is at another studio which has adequate meal facilities).

(f) When an "Off Production" employee on a nearby location is required to work where convenient meal facilities are lacking, the Producer will furnish meals unless employee is notified the night before reporting for work that he is to work where such facilities are lacking. However, in no event shall such employee be required to furnish more than one meal per day.

(g) When the Producer furnishes meals to a shooting unit off any lot, and an "Off Production" crew is working on the same site at the

same time for the same unit, the Producer will likewise furnish meals to the "Off Production" crew.

(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 succeeding one-half (½) hour meal delay or fraction thereof .....	\$12.50

(2) The 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 succeeding one-half (½) hour meal delay or fraction thereof .....	\$13.50

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.

(i) As an alternative to the foregoing provisions of this Paragraph as they relate to "on production" employees, the Producer, at its option, may institute "French hours" on a daily basis for "on production" employees, with the approval of a majority of the IATSE-represented crew. An employee's consent to the use of a "French hours" meal system shall not be a condition of employment.

### **III. STUDIO ZONE AND SECONDARY STUDIO ZONE DEFINITIONS AND WORKING CONDITIONS**

#### **21. Studio Zone**

##### **(a) Studio Zone Defined**

The studio zone shall be the area within a circle thirty (30) miles in radius from Beverly Boulevard and La Cienega Boulevard, Los Angeles, California and includes Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds). The Metro-Goldwyn-Mayer, Inc. Conejo Ranch property shall be considered as within the studio zone. (See Exhibit "Z" attached.)

##### **(b) Work Time**

Studio rates and working conditions shall prevail for all work performed within the studio zone. However, for newly-called employees and those employees notified on the previous day prior to their departure from the studio (or the zone location) to report at the zone location, work time shall begin and end at the zone location; otherwise, work time shall begin and end at the studio. Such work time includes travel time both ways between the studio and the zone location.

##### **(c) Transportation Within the Studio Zone**

Except as is otherwise provided herein, with respect to work at any studio zone location, Producer shall either furnish transportation to the employee or, at its option, may require employee to report at such location, in which case it will allow mileage of thirty cents (30¢) per mile computed between the studio and zone location and return. This allowance shall be paid on the employee's pay check that covers the payroll week in which the mileage was incurred. Employee shall not be requested to transport other employees or equipment (other than trade tools). The studio shall have the right to require the employee to report (subject to the same mileage allowance between the studio and the pick-up point) at a pick-up point within the studio zone for subsequent transportation furnished by the studio from such pick-up point to nearby location and return to the pick-up point. Work at another studio is not a "zone location." As to theatrical motion pictures only, the Producer shall not be required to pay a mileage allowance to any employee reporting to a "zone location" within Los Angeles County which is within a ten (10) mile radius from a point to be designated by the Producer. Commencing outside the ten (10) mile radius, a mileage

allowance will be paid as provided above. Secured parking will be provided at such locations as hereinafter required in the provision.

(d) Reporting Within the Zone

As to an employee reporting to a designated site within the studio zone:

(1) If there are any moves required in the studio zone from one location to another, or to a nearby location, the employees will be transported to and from such other location.

(2) Golden Hours - When this provision applies, if an employee reports for work outside a studio and within the studio zone, the "Golden Hour" pay rates will commence after twelve (12) elapsed hours, except that on television productions, the "Golden Hour" pay rates for "on production" employees shall commence after twelve (12) hours worked as provided in Paragraph 11(a)(3).

(e) Courtesy Housing – Upon request of an employee who is required to work in excess of fourteen (14) hours in the Los Angeles studio zone and who advises the Producer that he/she is too tired to drive home safely, Producer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Producer's expense. Producer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Producer-provided transportation.

(f) Parking Facilities

When an employee reports for work within the studio zone other than at a studio, to work inside or outside such zone, the employer will pay for parking in a supervised public parking lot. If no such public parking is available, the employer will provide supervised or secured parking.

(g) Material Violations

If the Local Union claims that a material violation of Section III is occurring with respect to the employees covered by this Agreement, then:

(1) Such Local Union shall immediately notify the designated representative of Producer, the IATSE, the AMPTP and CSATF.

(2) Such Local Union and such representative of the Producer shall immediately settle the dispute or determine whether or not there is a material violation of this Section.

(3) In the event the Local Union and the Producer do not settle the dispute or make such a determination as above provided, then the IATSE, the AMPTP and CSATF must, within twenty-four (24) hours after receipt of such notice of the alleged material violation, determine whether or not there is such a material violation. Such a determination shall be final and binding upon the parties and the employees subject to this Agreement.

If it is so determined that there is such a material violation, this studio zone provision: (i) with respect to television films, shall be suspended in respect to production of the television episode involved; and (ii) with respect to a theatrical motion picture, shall be suspended in respect to production of the theatrical picture involved for a period of fifteen (15) calendar days following the determination that there is such a material violation. Provided, however, Producer shall not reschedule the shooting from the zone to the studio in order to avoid the application of this provision.

(4) Alleged violations of this studio zone provision shall not be subject to the Grievance and Arbitration Procedure of Article 7.

## **22. Secondary Studio Zone**

(a) The secondary studio zone shall be the area extending ten (10) miles from the perimeter of the studio zone and including John Wayne Airport and the City of Huntington Beach in its entirety. It does not include any of the areas that fall within the definition of the studio zone in Paragraph 21 above.

(b) When an employee is directed to report to a location within the secondary studio zone, the following shall apply:

(1) Producer shall notify employees not less than twenty-four (24) hours in advance that it intends to require employees to report to a location within the secondary studio zone. Such notification shall not constitute a work call.

(2) Mileage shall be paid from the studio or production office to and from the location within the secondary studio zone. In addition, the Producer shall pay a \$4.50 per day allowance to each employee asked to report within the secondary studio zone.

(3) Courtesy housing shall be offered to those employees who work in excess of twelve (12) hours in the secondary studio zone. In the alternative, the Producer may provide round trip transportation to home and return at the Producer's expense.

(4) Rest periods shall be calculated from the perimeter of the thirty (30) mile studio zone. A designated representative of the Producer and a designated representative of the IATSE shall determine the amount of time needed to travel between the secondary studio zone location and the perimeter of the thirty (30) mile studio zone for purposes of calculating rest periods. In the event of a dispute, the matter shall be referred to a representative of the Union and to the Labor Relations representative of the Producer for resolution.

(5) Except as otherwise provided in this Paragraph 22, all of the other provisions applicable to an employee reporting within the studio zone shall apply.

## **23. Zone Waivers**

The IATSE agrees to continue to grant waivers on the same basis as it has in the past for locations that are outside the studio zone and the secondary studio zone, such as Lake Hughes, Elizabeth Lake and the Nikken Building in Irvine.

## **24. Courtesy Housing and Transportation Within New York Thirty Mile Zone and Production Centers**

Upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area or in a "Production Center" (as defined below) and who advises the Producer that he/she is too tired to drive home safely, Producer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Producer's expense.<sup>5</sup> The Producer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Producer-provided transportation.

A "Production Center" means the area within a thirty (30) mile radius of City Hall in: Anchorage, Alaska; Phoenix, Arizona; Tuscon, Arizona; Sacramento, California; San Diego, California; Denver, Colorado; Fort Lauderdale, Florida; Miami, Florida; Orlando, Florida; Atlanta, Georgia; Honolulu, Hawaii; New Orleans, Louisiana;

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<sup>5</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

Shreveport, Louisiana; Baltimore, Maryland; Boston, Massachusetts; Detroit, Michigan; Minneapolis-St. Paul, Minnesota; St. Louis, Missouri; Las Vegas, Nevada; Albuquerque, New Mexico; Santa Fe, New Mexico; Charlotte, North Carolina; Wilmington, North Carolina; Cleveland, Ohio; Portland, Oregon; Pittsburgh, Pennsylvania; San Juan, Puerto Rico; Nashville, Tennessee; Austin, Texas; Dallas-Ft. Worth, Texas; Houston, Texas; San Antonio, Texas; Salt Lake City, Utah; Richmond, Virginia; Washington, D.C.; Seattle, Washington; and any other place where a television pilot or series is based.

#### **IV. NEARBY LOCATION DEFINITIONS AND WORKING CONDITIONS**

##### **25. Nearby Locations Defined**

Nearby locations are those locations outside of the studio zone (or secondary studio zone) on which employees are not lodged overnight, but return to the studio or home at the end of the workday.

##### **26. Work Time; Travel Time**

Studio rates and working conditions shall prevail on nearby locations; however, the provisions of Paragraph 20(h)(2) shall not apply on nearby locations. Work time shall begin when ordered to report at the studio and continue until dismissed at the studio. Travel time to and from the location shall be work time.

##### **27. Transportation**

The studio shall furnish transportation to and from nearby locations.

##### **28. No Clause.**

##### **29. Golden Hours**

Travel time shall be considered as work time in the computation of Golden Hours. In addition, Paragraphs 11(a)(1) and (3), (b), (c) and (e) shall apply.

##### **30. No Clause.**

## **V. DISTANT LOCATION MINIMUM WAGE SCALES**

**31. (a) (1)** The following distant location minimum wage scale shall be effective for the period commencing with July 29, 2018 to and including August 3, 2019.

Script Supervisors/ Continuity, Coordinators, Accountants & Allied Production Specialists Guild, Local #871 <b>7/29/18 - 8/3/19</b>	Distant Location Minimum Rates		
	Schedule A Daily Emp.	Schedule B <sup>1</sup> Weekly Employees	
	1½ after 6 and/or 40 hours; Min. Call - 10½ hours	Weekly Guarantee - 60 cumulative hours; 6 consecutive days; Minimum Call - 8 hours	
Occ. Code	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee
No. Classification	Per Hour	Per Hour	Per Week
7701 Script Supervisor 1st year in Industry <sup>2</sup>	\$36.85	\$36.21	\$2,534.70
7702 Script Supervisor 2nd year in Industry <sup>2</sup>	39.23	38.06	2,664.20
7703 Script Supervisor 3rd year in Industry <sup>3</sup> and thereafter	41.47	40.17	2,811.90
	1½ after 8 and/or 40; Min. Call - 8 hours		
	Regular Basic Hourly Rate		
	Per Hour		
7704 Teleprompter Operator	\$43.79		

Footnotes applicable to this Paragraph 31.(a)(1) begin on page 60.

(2) The following distant location minimum wage scale shall be effective for the period commencing with August 4, 2019 to and including August 1, 2020.

Occ. Code No. Classification	Distant Location Minimum Rates		
	Schedule A Daily Emp.	Schedule B <sup>1</sup> Weekly Employees	
	1½ after 6 and/or 40 hours; Min. Call - 10½ hours	Weekly Guarantee - 60 cumulative hours; 6 consecutive days; Minimum Call - 8 hours	
Occ. Code No. Classification	Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee
Per Hour	Per Hour	Per Week	
7701 Script Supervisor 1st year in Industry <sup>2</sup>	\$37.96	\$37.30	\$2,611.00
7702 Script Supervisor 2nd year in Industry <sup>2</sup>	40.41	39.20	2,744.00
7703 Script Supervisor 3rd year in Industry <sup>3</sup> and thereafter	42.71	41.38	2,896.60
	1½ after 8 and/or 40; Min. Call - 8 hours		
	Regular Basic Hourly Rate		
	Per Hour		
7704 Teleprompter Operator	45.10		

Footnotes applicable to this Paragraph 31.(a)(2) begin on page 60.

(3) The following distant location minimum wage scale shall be effective for the period commencing with August 2, 2020 to and including July 31, 2021.

Script Supervisors/ Continuity, Coordinators, Accountants & Allied Production Specialists Guild, Local #871 <b>8/2/20 - 7/31/21</b>		Distant Location Minimum Rates		
		Schedule A Daily Employees	Schedule B <sup>1</sup> Weekly Employees	
Occ. Code No.	Classification	1½ after 6 and/or 40 hours; Min. Call - 10½ hours	Weekly Guarantee - 60 cumulative hours; 6 consecutive days; Minimum Call - 8 hours	
		Regular Basic Hourly Rate	Regular Basic Hourly Rate	Weekly Guarantee
		Per Hour	Per Hour	Per Week
7701	Script Supervisor 1st year in Industry <sup>2</sup>	\$39.10	\$38.42	\$2,689.40
7702	Script Supervisor 2nd year in Industry <sup>2</sup>	41.62	40.38	2,826.60
7703	Script Supervisor 3rd year in Industry <sup>3</sup> and thereafter	43.99	42.62	2,983.40
7704	Teleprompter Operator	1½ after 8 and/or 40; Min. Call - 8 hours		
		Regular Basic Hourly Rate		
		Per Hour		
		46.45		

Footnotes applicable to this Paragraph 31.(a)(3) begin on page 60.

- <sup>1</sup> a) Weekly Employees - (Seventh day worked separate and apart) - Employees under this schedule shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the six-day workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek, with a guarantee that the employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each six-day workweek.
- b) The guaranteed pay of weekly employees who absent themselves without the employer's consent may be reduced one-sixth (1/6) of the weekly guarantee for each day of absence.
- c) A combination of employment under studio and distant location schedules may be used to fulfill the guarantee of five (5) days for studio employment or six (6) days for distant location employment.
- <sup>2</sup> For determining the appropriate classification of the presently employed Script Supervisors, each such employee's previous experience as a Script Supervisor in the Motion Picture Industry, not to exceed three (3) years, will be certified by the Union. For this purpose, one (1) year shall be deemed to mean a total of two hundred (200) days, not necessarily consecutive, of actual employment as a Script Supervisor, or the lapse of one (1) calendar year, whichever is the longer period of time.
- <sup>3</sup> When a Script Supervisor, currently employed, is assigned by the employer to be responsible for supervision of the work of one (1) or more Script Supervisors, such employee shall be paid an additional ten percent (10%) of the Occ. Code #7703 rate. This is not applicable when a person is initially employed as a Script Supervisor to supervise at a rate not less than Occ. Code #7703 plus ten percent (10%) of the #7703 rate. The foregoing shall not apply in any case in which an employee assumes the responsibility of supervising other employees on his own initiative and without the specific approval of the Producer. The additional compensation shall be paid only for the period that the Script Supervisor is assigned to supervise or be responsible for the work of a second Script Supervisor.

See Paragraph 1(f) for payment provisions applicable when shooting with two (2) cameras simultaneously.

See Paragraph 1(e) for provisions governing date compensation begins.

(b) The distant location minimum rates for cumulative Weekly Schedule B employment shall apply for full six (6) consecutive day workweeks of distant location employment only. See Paragraph 1, "Studio Minimum Wage Scale," for provisions applicable to combinations of studio and distant location employment in the same workweek.

The regular distant location workweek shall consist of any six (6) consecutive days out of any seven (7) consecutive days, commencing with the first of such six (6) days. However, the six (6) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled six-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday and Tuesday, with Wednesday as the regular day off, and is followed by work on Thursday through the following Saturday does not violate the six (6) consecutive days requirement.) Double time shall be paid for the employee's seventh day of work within a workweek.

(c) The day of departure and the day of return shall be considered distant location days.

(d) Sixth and Seventh Day Worked in an Employee's Workweek on Distant Location

For the seventh day worked in an employee's workweek on distant location, the following shall apply: All employees are paid at their scheduled Regular Basic Hourly Rates. The minimum call is eight (8) hours. All allowances and computations are separate and apart from the six-day workweek.

Daily and Weekly Employees	
Sixth or Seventh Day Not Worked in the Employee's Workweek	Allowance of four (4) hours pay at straight time at the minimum wage rate (not work time), plus pension and health contributions for eight (8) hours.
Seventh Day in the Employee's Workweek Worked	Double time, separate and apart.

(See Paragraph 39 for work-and-travel.)

(e) Holidays on Distant Location

(1) All employees are paid at their scheduled Regular Basic Hourly Rates. Minimum calls are as specified in Paragraph 31. Payment shall be made or work time credit shall be given in accordance with the following schedule:

	Daily Employees	Weekly Employees
Holidays Not Worked	Work time credit of minimum call. This is compensation for readiness to perform services even though no actual work is required.	
Holidays Worked	Double time. (Hours worked are excluded from weekly computation for the six-day workweek.)	Hours worked are included in weekly computation of work time for the six-day week. In addition, holiday premium pay for an equal number of hours.

(See Paragraph 39 for work-and-travel.)

(f) - (g) No clauses.

(h) The regular pay day will be on Friday for employees working on distant location, provided that the Producer has made accommodations to allow employees to cash their pay checks on that day.

**32. Minimum Calls and Allowances on Distant Location**

(a) Except as provided in Paragraph 32(b) below, all employees are guaranteed pay for the scheduled minimum call as work time for each day of the regular workweek on distant location.

(b) Daily and weekly employees are guaranteed a four (4) hour pay allowance at the minimum wage rate (not work time) for the sixth or seventh day not worked in the employee's workweek, plus pension and health contributions for eight (8) hours.

(c) Minimum call time and cumulative work time are recognized as work time and employees shall hold themselves in readiness to serve the Producer during such times.

**33. Fractional Payroll Weeks - Distant Location Employment - Schedule B Weekly Employees Only**

- (a) The parties confirm that any day worked in a partial workweek either before or after one (1) full week of employment may be prorated at the rate of one-sixth (1/6) of the distant location weekly rate for each distant location workday.
- (b) Any combination of four (4) or fewer consecutive studio days and distant location days only, in a fractional payroll week, shall be computed on the basis of studio days for all such days (under Paragraph 4); provided, however, that the sixth day worked on distant location in such a combination shall be computed the same as for days other than the sixth or seventh days worked in the employee's workweek.
- (c) Any combination of five (5) consecutive days of studio and distant location employment or five (5) distant location days only, in the same payroll week, shall be computed on the basis of a full studio five-day workweek, as provided in Paragraph 1. Provided, however, that the sixth day worked on distant location in such a combination shall be a straight time day.

**34. - 35. No Clauses.**

**VI. DISTANT LOCATION DEFINITIONS AND WORKING CONDITIONS**

**36. Distant Locations Defined**

Distant locations are locations on which the employee is required to remain away and be lodged overnight.

**37. Traveling Expenses and Accommodations**

**(a) Traveling Expenses**

The employee's necessary traveling expenses, meals and lodging shall be made available at the Producer's expense. For travel anywhere in the United States, Canada and Mexico, the Producer shall furnish air transportation to and from distant location. For travel outside the United States, Canada and Mexico, employees shall be furnished business class air transportation, except that when business class accommodations are not available, employees shall travel first class. Producer agrees to use its best efforts to furnish and maintain, during travel time, reasonably comfortable riding conditions in the class of

transportation provided, avoiding overcrowding and providing proper space for baggage and tools.

Producer will direct the employee that he must use the Producer's form of transportation to distant location. In those instances in which Producer purchases public air transportation to and from such location site, the Producer agrees to purchase tickets refundable only to Producer.

(b) Accommodations

Employees on distant location shall be entitled to single room housing when it is reasonably available. The accommodations shall include, when available, a working area in the employee's room large enough to accommodate a work table or desk and adequate light.

**38. No Clause.**

**39. Travel Time, Work-and-Travel Conditions and Pay Provisions**

(a) For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually travelled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

(b) No clause.

(c) Travel-and-Work or Work-and-Travel

Travel time within the minimum call shall be paid for as work time and computed towards the commencement of Golden Hours, but shall not be paid for at the Golden Hour rate. If travel time occurs outside the minimum call, it shall be deemed to be "work time," but shall not be used in determining the commencement of Golden Hours. However, travel time occurring outside the minimum call and between the hours of 6:00 p.m. and 6:00 a.m., when sleeping accommodations are provided, shall not be deemed to be travel time or work time.

For example - (applicable only where the minimum call is nine and one-half (9½) hours):

(1) On day of departure, employee travels ten (10) hours, then works five and one-half (5½) hours. All hours are deemed work time and fifteen (15) hours are computed toward Golden Hours.

(2) On day of return, employee works eight (8) hours and travels seven (7) hours. All hours are deemed work time but only nine and one-half (9½) hours are computed toward Golden Hours.

(d) Other Travel Provisions

(1) Distant location working conditions shall apply on the day of departure, day of return and intervening days.

(2) Local Travel Time

There shall be no deduction from work time for local travel time on distant locations. For the purposes of this Paragraph, "local travel time" is defined as the actual time consumed at the beginning and end of each day's work in transporting the employee to and from the housing base at distant location and the shooting site or place of work.

(e) Time Spent Waiting to Travel on Day of Departure from Distant Location

On the day of departure from a distant location, when sleeping accommodations at the location are not available to the employee after 9:00 p.m., time spent after 9:00 p.m. in waiting for transportation, when the minimum call is not in effect, shall be compensated for as an allowance.

(f) Travel Insurance

The Producer shall provide accidental death insurance in a sum not less than two hundred thousand dollars (\$200,000) for the benefit of the employee's designated beneficiary when the employee is required to travel at the request of the Producer in transportation furnished by the Producer.

Employees shall be permitted to fill out a form specifying a beneficiary. Such form shall be filed with the designated representative of the Producer.

An employee, by refusing in good faith to travel by airplane, will not jeopardize his future working opportunities on assignments which do not require travel by airplane.

(g) No clause.

**40. No Clause.**

#### **41. Call-backs (Rest Period)**

Rest periods following dismissal shall be eight (8) hours on distant location.

Intervening time of less than five (5) hours between dismissal and call-back for 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	Any Day Other Than a Holiday or the Seventh Day Worked in an Employee’s Workweek	Seventh Day Worked in an Employee’s Workweek and Holidays
Daily Employees	4 hours at 1½; 1½ thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

\* The above “call-back” guarantees for holidays and the seventh day worked in an employee’s workweek 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 Paragraph 31.

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

#### **42. No Clause.**

#### **43. Sixth Day Worked on Distant Location**

Subject to any overtime requirements of this Agreement, the sixth day worked in an employee’s workweek on distant location is a straight time day.

#### **44. Golden Hours on Distant Location**

(a) Travel time to be used in the computation of Golden Hours shall be subject to the following:

If travel time, added to recesses (if any) immediately before and after such travel, totals less than eight (8) hours, such interval shall be deemed an “interruption” for the purposes of Golden Hours, but if such interval equals eight (8) or more hours, it shall be considered a “full rest period.”

(b) The rate for Golden Hours, as defined in Paragraph 11(a)(1), for distant location employment shall be as follows: For such employment occurring on any day other than a holiday or the seventh day worked in an employee’s workweek, two (2) times the employee’s scheduled Regular Basic Hourly Rate. For such employment occurring on a holiday or the seventh day worked in an employee’s workweek, four (4) times the employee’s scheduled Regular Basic Hourly Rate.

(c) In addition, Paragraphs 11(b), (c) and (e), as modified in this Paragraph, shall apply.

#### **45. Meal Periods on Distant Location**

(a) Meal periods (not counted as time worked) shall be not less than one-half ( $\frac{1}{2}$ ) hour nor more than one (1) hour. The first meal period after reporting for work shall be called not later than six (6) hours after reporting for work, and subsequent meal periods shall be called not later than six (6) hours after the expiration of the previous meal period, except the interval prior to the last meal period of the day may be extended to six and one-half ( $6\frac{1}{2}$ ) hours without penalty, provided the employee performs no work on the shooting site after such meal. The interval may also be extended one-half ( $\frac{1}{2}$ ) hour when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic. In addition, a twelve (12) minute grace period may be called for production efficiency prior to imposition of any meal penalty. Such grace period shall not be scheduled nor automatic nor is it intended for everyday use. The twelve (12) minute grace period may not be utilized when the meal period has been extended as permitted above.

If any member of the company after commencement of work time is given a reasonable hot breakfast without deducting the time spent eating (thirty (30) minutes) from work time, then the first meal may be six (6) hours after such breakfast, except that when such breakfast is given within one (1) hour of the general crew call (either before or after),

the first meal for such employee shall be due at the same time as a meal is due for the general crew. The parties hereby confirm that the reference to "a reasonable hot breakfast" means a meal appropriate to the time of day.

Upon the Local Union filing a claim that the Producer has violated the foregoing twelve (12) minute grace period, it shall immediately notify the designated representative of the Producer. The Local Union and such representative of the Producer shall meet or confer in an attempt to resolve the dispute. In the event that no resolution is reached during such meeting or conference, the Local Union or the Producer may, within three (3) business days, request a hearing before a Special Committee consisting of three (3) representatives designated by the AMPTP and three (3) representatives designated by the IATSE.

The Special Committee shall investigate the facts of the case and mediate the dispute. In the event that the Special Committee is unable, through mediation, to achieve a resolution satisfactory to all parties, then the Local Union may proceed to arbitration.

(b) If an employee works less than nine and one-half (9½) hours on a shift, only one meal is to be deducted. If he works nine and one-half (9½) hours or more, more than one meal period may be deducted.

(c) 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 succeeding one-half (½) hour meal delay or fraction thereof.....	\$12.50

Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

(d) As an alternative to the foregoing provisions of this Paragraph as they relate to "on production" employees, the Producer, at its option, may institute "French hours" on a daily basis for "on production" employees, with the approval of a majority of the IATSE-represented crew. An employee's consent to the use of a "French-hours" meal system shall not be a condition of employment.

#### **46. Night Premiums on Distant Location**

There are no night premiums on distant location.

#### **47. Time Cards on Distant Location**

Time cards shall be approved by a representative of the Producer. The employee's classification and wage schedule, starting and finishing time, deductible meal periods, rate changes and penalties, if any, shall be shown on his time card. Any items changed after time card is approved must be reviewed by the employee.

#### **48. Clean-Up Facilities on Location**

With respect to employees who are required by Producer to travel on public transportation on a work-and-travel day, upon completion of work on the day of departure from a location, the Producer shall make available two (2) rooms where members of the crew who performed manual work may change and wash up, unless rooms are not available as a result of circumstances beyond the Producer's control.

With respect to employees who are required by Producer to travel on public transportation on a work-and-travel day, upon completion of work at the studio on the day of departure, an adequate opportunity shall be afforded members of the crew who performed manual work to change and wash up.

If such opportunity and facilities are not so made available to such employee as required above, each such employee shall be paid, in addition to other compensation, an allowance at straight time for the length of the return travel time.

#### **49. No Clause.**

#### **50. Other Working Conditions**

Unless modified by Paragraphs 31 to 49 inclusive, all other studio working conditions shall prevail on distant location.

### **VII. GENERAL CLAUSES**

#### **51. Hazardous Work**

The employee selected to perform hazardous work and Producer are to negotiate and agree upon a rate in advance for such work and, if

no agreement is so reached, the employee will not jeopardize working opportunities by refusing to perform work that is considered hazardous. The employee may request the assistance of the Business Representative of the Union in such negotiations.

When an employee covered by this Agreement is working in close proximity and is exposed to the same hazard with the same degree of risk to which another employee covered by the Basic Agreement is exposed who has negotiated a hazardous pay adjustment, the employee covered by this Agreement is entitled to that same hazard pay adjustment. In all other hazardous work situations, the amount of such adjustment shall be the subject of individual negotiations.

If an employee is required to sign a waiver due to hazardous conditions for any state or governmental agency or owner of private property and refuses to sign such waiver, such employee may be replaced, but such refusal shall not limit such employee's future employment opportunities with Producer.

When Producer knows in advance that such a waiver is required, Producer will advise the Union of the situation.

## **52. Allowances for Hazardous Work**

The following allowances shall be paid for hazardous work:

(a) For taking motion pictures on aerial flights or submarine diving, employee shall receive sixty dollars (\$60.00) per flight or dive, but with a maximum of payment in a single shift of one hundred eighty dollars (\$180.00).

(b) Any employee designated by Producer to work completely under water using a diving mask, air helmet or diving suit, including skin diving, will be paid a bonus of twenty-five percent (25%) of his rate in effect at the time of such performance, except when the total time required by the employee to perform such work, including diving, is less than one (1) hour. The provisions of Paragraph 13 shall apply when such work is one (1) hour or more.

(c) Any employee designated and required by Producer to dive to a depth of fifteen (15) feet or more in water using a diving mask, air helmet or diving suit, including skin diving, will be paid an allowance of sixty dollars (\$60.00) for each dive, with a maximum payment in a single shift of one hundred eighty dollars (\$180.00). Such allowance shall supersede and replace the twenty-five percent (25%) bonus referred to in subparagraph (b) above.

When an employee is required to dive under water twenty (20) feet or more, he shall be accompanied by another diver.

(d) The following special provisions shall be applicable to employees required to be under water when performing their work:

(1) A dressing room shall be provided.

(2) Hot drinks or nourishment shall be available if water is cold.

(3) A rest period of ten (10) minutes shall be allowed for each hour so worked. Not more than two (2) consecutive hours shall elapse without a rest period.

(4) In the event safety conditions so warrant, it shall be the practice of underwater workers in the performance of such work to work jointly in pairs.

### **53. Abnormally Cold or Wet Work**

(a) Producer will provide suitable wearing apparel for abnormally cold or wet work.

(b) When required by Producer to work in water three (3) feet or more in depth for a period of an aggregate of at least four (4) hours during any workday, employee will be paid a fifteen percent (15%) bonus. The provisions of Paragraph 13 shall apply when such work is for four (4) hours or more.

### **54. Overscale Employees**

Rates of pay of overscale employees shall not be reduced by reason of this wage agreement.

### **55. Nearby and Distant Locations**

Producer will notify Union of locations and names of crew assigned thereto. Notice of same shall be given twenty-four (24) hours in advance for work on distant locations. For work on nearby location, notice shall be given as soon as practicable.

### **56. No Clause.**

## **57. Earnings Reports**

At the end of each quarter, the Producer will submit a list of its employees subject to this Agreement, showing each employee's earnings for that quarter.

## **58. Personal Service Contracts**

Producer will notify Union in writing stating that wages and conditions are at least equal to the minimum requirements of this wage agreement.

## **59. Studio Pass**

The duly authorized Business Representative of the Union shall be furnished a pass to the studio. Such Representative shall be permitted to visit any portion of the studio, lot or ranch necessary for the proper conduct of the business of the Union during working hours without prior notice. Such pass will permit driving the Representative's car into the Producer's studio, lot or ranch, provided such is the custom and practice.

## **60. - 61. No Clauses.**

## **62. Safety**

(a) It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on each employer (herein referred to as the Producer) to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every employer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to his own actions and conduct; no person (employer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including himself, in such employment or place of employment.

(b) Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb, or for making a good faith report to the First Assistant Director, the Unit Production Manager or his or her supervisor relating to the safety of another employee exposed to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees. For purposes of this Paragraph 62(b), the question of whether an employee has made a report in good faith is subject to the grievance and arbitration procedure set forth in Article 7 of this Agreement.

(c) It is also agreed that when unresolved or continuing disputes exist regarding Safety and Health compliance, non-compliance or interpretation therein of Title 8, Chapter 4, Subchapter 7, General Industry Safety Orders, said disputes shall be referred to the AMPTP and CSATF-administered Labor-Management Safety Committee for review, investigation, interpretation and advisory recommendations to the Employer(s). The CSATF-administered Labor Management Safety Committee is the industry-wide safety committee consisting of the IATSE and its West Coast Studio Local Unions, the Basic Crafts Unions, the Screen Actors Guild-American Federation of Television and Radio Artists, the Directors Guild of America and representatives of the Producers. It is understood that it is not the responsibility of the Safety Committee, or any member of the Committee, the IATSE or its Local Unions, the Basic Crafts, CSATF or the AMPTP to implement or comply with any such recommendations.

(d) The Labor-Management Safety Committee shall meet at least once a month.

(e) The cost of the Labor-Management Committee will be borne by CSATF.

(f) A separate bulletin shall be issued by the AMPTP to provide the following:

(1) The Producers reaffirm their commitment to regularly inspect the studio working areas and to establish preventive maintenance procedures to assure safe working conditions.

(2) Complaints of unsafe conditions will be promptly investigated by the Producer and appropriate action will be taken if the Producer finds that an unsafe condition does exist.

(3) Each Producer will designate an individual as the responsible safety officer for its respective studio, facility, laboratory or location site. Except on location, each safety officer will have a well-publicized "hot-line" phone number which employees can anonymously call to alert management to any existing safety problems which may require correction.

(4) The Producers will provide access to all working areas to the Safety Director of CSATF so that he will periodically inspect same.

(5) Communication regarding safety policy will be made available to all affected employees directly or by posting on bulletin boards.

(g) Concerns stemming from the use of smoke on sets shall be referred to the industry-wide Safety Committee for resolution.

### **63. Equipment and Supplies**

Unless otherwise provided for in the individual's personal service contract or deal memo, Producer will furnish all equipment and supplies, excluding stop watches.

#### **63.1 Utilization of Home as Office**

When the Script Supervisor utilizes an office in his home in connection with an employment agreement with the Producer, such utilization by the Script Supervisor shall be deemed to be at the request of and for the convenience of the employer.

#### **64. - 65. No Clauses.**

#### **66. Non-Discrimination**

The parties agree to continue to comply with all applicable federal and state laws relating to non-discriminatory employment practices.

Claims alleging a violation of this "Non-Discrimination" provision are not subject to arbitration, but are instead subject to non-binding mediation.

## **67. Foremen and Supervisory Employees**

Notwithstanding anything contained in the Constitution and By-laws of the Union, or in the obligation taken by a person upon becoming a member of the Union, or otherwise, which directly, indirectly or impliedly places upon a foreman (or any person who is a supervisory employee within the meaning of that term as set forth in the Labor Management Relations Act of 1947, as amended), the duty or obligation to accord an unlawful employment preference to members of the Union, such foreman or supervisory employee shall not give or recommend any unlawful employment preference and the Union shall not in any manner discipline or threaten with discipline any such foreman or supervisory employee for failing or refusing to give or recommend any such unlawful employment preference.

## **68. Seniority**

### **(a) Maintenance of Industry Experience Roster**

Under prior collective bargaining agreements, signatory Producers have established an Industry Experience Roster, which will be maintained under this Agreement, composed of the names of employees subject to this Agreement who were included on said roster on July 31, 2018 and employees who thereafter satisfactorily fulfill all of the eligibility provisions set forth below, including employees who actually performed services hereunder in one or more of the job classifications covered by this Agreement in the production of motion pictures in the motion picture industry in Los Angeles County or employees who have been hired hereunder in said County and performed such services outside said County. The physical maintenance of said roster shall be under the supervision of CSATF.

The Industry Experience Roster shall consist of a single group, identified as Industry Group 1.

Industry Group 1 of said Industry Experience Roster is composed of all such persons who were on said roster on July 31, 2018.

The Union warrants that Group 1 will be composed of at least one hundred twenty (120) persons. Periodically, but no less frequently than once a year, CSATF will contact the parties to the Agreement to determine if there are sufficient qualified available persons to fill the needs of the motion picture industry. If the number of qualified available persons is insufficient, the parties shall mutually agree upon new qualifying standards for placement on the Industry Experience

Roster such that Group 1 will be composed of at least one hundred twenty (120) persons.

Additional persons may be added to Industry Group 1 as follows: Any person who performs services in the job classifications covered by this Agreement for a total of at least thirty (30) actual workdays collectively with one or more Producers engaged in the production of motion pictures in the motion picture industry in Los Angeles County shall be eligible for placement on the Industry Experience Roster, provided that all such workdays were performed within a period of twelve (12) consecutive months immediately preceding the date of his submitting an application, as provided below, to be placed on said Industry Experience Roster.

In addition, any person who has one hundred (100) days of work experience as a script supervisor or teleprompter operator within the consecutive two (2) year period immediately preceding the date such person applies for placement on the Industry Experience Roster shall be eligible for placement thereon. The work experience required for placement may be satisfied by employment with companies signatory to the IATSE Basic Agreement and/or with non-signatory companies. All such work experience must be performed either: (a) within the limits of the United States or Puerto Rico; or (b) if the person performing such work was hired in the County of Los Angeles, within the limits of the United States, its territories and Canada. All such work experience must be performed in connection with motion pictures of the type covered under the Local #871 Agreement, the Videotape Agreement or work in the commercial field covered by the Commercial Supplement.

Before placing any person on the Roster, such person will be required to satisfactorily pass a color-blindness examination administered by qualified persons designated for such purpose by CSATF, at no expense to the individual.

Any individual making application to be placed on the Industry Experience Roster must perfect the application no later than one (1) year following the date of the last work day to be considered as qualifying experience. The parties hereby confirm that I-9 information must be provided to CSATF as a condition of placement on the Industry Experience Roster.

(b) Hiring, Layoff and Rehire

The Producer shall give preference of employment to qualified available persons within the job classifications covered by this Agreement.

Such preference of employment in hiring and rehiring shall be given in the said job classifications to qualified persons as follows: First, to such qualified persons in Industry Group 1; in the event there are insufficient available qualified persons in Industry Group 1 to meet the employment needs of Producer in said classifications, Producer may secure employees from any source.

In the event of layoffs in such job classifications, the Producer will lay off in the inverse order of seniority; *i.e.*, first, all employees in such job classifications not listed on the Industry Experience Roster; then, employees in Industry Group 1 shall be laid off. The above layoff provisions, with respect to Weekly Schedule employees, shall be effective as of the completion of such employees' current assignment.

Unless otherwise provided in this Agreement, each qualified person on the Industry Experience Roster shall have preference of employment, as above provided, equal to the preference of employment of all other qualified persons on the Industry Experience Roster and the Producer shall have complete freedom of selection from among such persons for the purpose of hiring, layoff and rehiring.

Schedule A Daily employees on distant location may be retained out of Industry Experience status until one day after the return of the employee to the studio. Notwithstanding anything in this Paragraph 68 to the contrary, an employee properly hired and assigned to an "on production" position may be retained without being bumped.

In administering hiring, layoff and rehiring, the Producer, upon giving advance notice to the Local Union, may (1) call, retain or recall out of Industry Experience status an employee because of his special studio experience, skill and qualifications for the duties and/or equipment necessary for operation; or (2) call or recall, and thereafter retain, out of Industry Experience status an employee because there are insufficient qualified available persons on the Industry Experience Roster as above provided.

In the event that it is not possible for the Producer to give such advance notice to the Local Union, Producer may so call, retain or recall out of Industry Experience status, as above provided, but shall notify the Local Union as soon as possible thereafter. If no protest is presented to Producer by the Union Representative within twenty-four (24) hours after receipt of such notice, Saturdays, Sundays and recognized holidays excepted, the protest shall be deemed to be waived. If the Union shall protest, the Union Representative shall promptly

discuss with the Director of Industrial Relations of Producer the application of such exception and settle the dispute if at all possible.

In the event of a failure to settle the dispute in the discussion, as provided above, the matter shall be subject only to the expedited arbitration procedure provided for in Article 7, and shall be heard within three (3) working days from the time of notification by the Union to CSATF of the failure to settle such dispute. Such procedure shall be limited as herein provided. Failure or refusal of such representative of either party to meet at the appointed time shall constitute an automatic and final withdrawal or approval of the protest, as the case may be.

If, in such expedited arbitration procedure, it is determined there was no need so to call, retain or recall an employee out of Industry Experience status, the arbitrator may require Producer to forthwith employ a person in Industry Experience Roster status. If the matter is so determined, the individual may be immediately awarded back pay, if any, but in no event more than three (3) days back pay. No other penalty may be imposed on the Producer. The decision in such expedited arbitration shall be final and binding and the expedited arbitrator's authority to decide shall be limited to the issue and remedy herein provided. The above procedure shall be the exclusive remedy for any dispute arising under this Paragraph and such dispute shall not be subject to the provisions of Article 7 of this Agreement.

(c) Removal of Person from Producer's Industry Experience Roster

(1) (i) A person shall be removed from the Industry Experience Roster for the following reason:

Such person has not been employed for at least one (1) day within the crafts and classifications of work of such roster under this Agreement, the Videotape Agreement, the 2012 Supplemental Digital Production Agreement or the Commercial Film Supplemental Agreement within a consecutive three (3) year period. In such event, CSATF will notify, in writing, the Local Union and the involved person at his last known address of the intended removal and specify the date of such removal. Such notice shall be given not less than fifteen (15) business days prior to removal of such person from the Industry Experience Roster.

The IATSE or a Local Union designated by the IATSE and/or the involved person shall have the right to challenge the removal based on good and sufficient cause existing for the person's being unavailable for employment under the Agreement within the three (3) year period, by submitting a written protest within twenty (20)

business days following receipt of the notice of intention to remove the individual from the Roster. If no protest is filed within said time period, the right to protest is waived. In the event of a protest, the person's name will not be removed from the Industry Experience Roster until the matter has been determined.

Protests involving removal shall be subject to the same procedure outlined regarding placements except that where references are made to "Producer(s)" in said procedure, such reference shall be deemed to mean CSATF for the purpose of this removal procedure.

(ii) The parties confirm that an employee on permanent disability status with one Producer will be removed from the Industry Experience Roster in that craft and may not work for another Producer in that craft.

(2) A person may be removed by the Producer from its Industry Experience Roster for any of the following reasons:

(i) Discharge by the Producer for cause. Producer will immediately notify employee and Local Union and will reduce the cause for discharge into writing and mail or deliver same to the employee, the Local Union and CSATF. In the event the discharge is not protested in writing within ten (10) calendar days from receipt by the Union of notice (excluding Saturdays, Sundays and holidays), the discharge shall be deemed to be for cause and shall not be subject to the grievance procedure hereunder or any other procedure. If such protest is made within such ten (10) day period, it shall immediately be submitted to Step One of the grievance procedure in Article 7. Either party may, within the time provided in Step One, elect to go either (A) to Steps Two and Three of the grievance procedure or (B) directly to expedited arbitration. The selection by either party of expedited arbitration shall prevail. Three discharges for just cause shall subject the employee to automatic removal from the Industry Experience Roster.

(ii) If an employee is called three (3) times by the Producer and refuses such calls, the Producer will give written notice to the Local Union of such employee's failure to accept such calls and the Union will be given seven (7) days to ascertain the reason for such employee's refusals. After seven (7) days have elapsed after receipt of notice by the Union, if such employee fails again to accept a call by the Producer, the Producer may remove such employee from the Producer's Industry Experience Roster by written notice to such employee.

(iii) Voluntary resignation. The Union shall be notified of the employee's action.

(iv) In the event a person called by the Producer accepts the call and fails or refuses to report for work after accepting such calls on two (2) occasions during the term of this Agreement, the Producer may remove such employee from the Producer's Industry Experience Roster by written notice to the employee. The Producer agrees to notify the Union in writing of such employee's first failure to work after accepting such call.

(v) Absence because of illness exceeding one (1) year, provided the Union receives written notice before the employee is taken off the Roster.

(vi) Retirement under the Motion Picture Industry Pension Plan or private company pension plan; however, the employer may employ such employee as though he had not been removed from such Roster.

(vii) Death.

(3) A person on the Producer's Industry Experience Roster who is called for work and is properly unavailable for work may be temporarily removed from such Roster until he notifies the Producer of his availability. During the time the person is so temporarily removed from such Roster, the Producer is not obligated to call such person.

(4) The Local Union may advise CSATF of the name of any person who has not complied with the obligations of Article 3 of this Agreement within sixty (60) days following such person's placement on the Industry Experience Roster. The Local Union shall also provide CSATF with documentation indicating that the employee has been given the opportunity, as required by law, to pay to the Local Union any delinquent fees and/or dues required by law. In such event, the person shall be deemed unavailable for employment and his name shall be removed from the Industry Experience Roster.

In the event of a protest involving removal of a person from the Industry Experience Roster pursuant to this subparagraph (4), the provisions of Paragraph 68(c)(1) shall apply.

Any problems caused by or relating to the administration of this subparagraph (4) shall be referred to IATSE President Matthew D. Loeb, or his designee, and to AMPTP President Carol A. Lombardini, or her designee, for resolution.

(5) A person on the Industry Experience Roster who fails to successfully complete legally required industry safety training courses by a date to be mutually agreed upon by the IATSE and AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, shall be temporarily removed from the Industry Experience Roster. The IATSE and AMPTP agree that a person must complete all required courses and/or training within six (6) months of placement on the Industry Experience Roster.

During the time the person is so temporarily removed from such Roster, the Producer is not obligated to call such person. The person shall be reinstated to his/her former Roster status upon successful completion of said courses and/or training.

(d) Absences

For the purposes of this Paragraph 68, an employee who has been employed in any of the job classifications covered by this Agreement shall not be removed from the Industry Experience Roster for any of the following reasons:

- (1) Absence because of illness not exceeding one (1) year;
- (2) Absence because of military service;
- (3) Absence because of service (in the same line of occupation pursued by the employee in the motion picture industry) for the United States Government on any research projects for the defense of the United States, provided such employee was expressly recruited by authorized government representatives for such service;
- (4) Employment in a paid full-time job in Los Angeles County, California by the IATSE or a Local Union of the IATSE subject to the Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement;
- (5) Employment by the Producer as a supervisor when employee has had previous work and experience in the motion picture industry in the job classifications covered by this Agreement.

The burden of proving the above absences from service with Producer shall be on the employee.

(e) Establishing Eligibility

In order for any eligible person to be placed on the Industry Experience Roster of Producer, such person shall make written

application to be placed on such Roster on application forms provided for such purpose.

Satisfactory completion of the “A” safety training course and harassment prevention training course through CSATF is required for placement on the Industry Experience Roster.

Any person claiming to have fulfilled the Industry Experience Roster requirements shall have the burden of establishing and proving such claims.

With respect to calls for work, the Producer’s call record shall be prima facie evidence of the fact that such person was called and said call record shall be available for inspection by the Union.

(f) Roster Certification Form

The Producers and the Union have jointly developed a form for use by all Employers to notify CSATF that an individual is being certified for Roster placement. The form includes provisions for:

- (1) The number of qualifying days worked by the employee;
- (2) The roster classification within which the employee worked; and
- (3) A notation whether the work performed was satisfactory or unsatisfactory.

(g) Roster Arbitration Procedure

Disputes regarding the placement of any person on the Industry Experience Roster arising from the contention that the person is not eligible to be placed on the Roster under the applicable Agreement shall be resolved in the following manner:

- (1) CSATF shall notify the IATSE and the Local Union involved of its intention to place a person on the Industry Experience Roster. CSATF’s notice shall contain the individual’s name, address, telephone number and social security number, provided CSATF possesses such information. The IATSE or the Local Union may protest the intended action of CSATF within ten (10) business days by a written notice to CSATF. The IATSE and the affected Local shall have the right to challenge any roster placement with respect to the qualifications required pursuant to subparagraphs (f)(1) and (f)(2) above. In the event

of a protest, CSATF shall notify the Producer(s) involved and the person. The person will not be placed on the roster until the matter has been determined. Upon such protest, a hearing shall be scheduled before the impartial arbitrator. If no protest is filed within ten (10) business days, the respective parties waive the right to protest.

(2) The IATSE and the Producers agree to submit to final and binding arbitration, before the impartial arbitrator, disputes involving the placement of any person on the Industry Experience Roster in accordance with this Article.

(3) The IATSE and Producers select Fredric Horowitz to act as the impartial arbitrator in all cases submitted to arbitration under this Article, and Mark Burstein as the alternate impartial arbitrator in the event the impartial arbitrator is unavailable or unwilling to act.

(4) In an arbitration conducted pursuant to this Article, CSATF shall participate as an administrative witness and a custodian of records, and the IATSE or a Local Union designated in writing by the IATSE shall represent the IATSE. Any person whose intended roster placement is involved in such dispute shall be entitled to have his own counsel at his own expense present at the arbitration. This provision shall not be construed as conferring upon such person the rights of a third party to the arbitration, and such arbitration will be solely between the Producer(s) and the IATSE.

(5) The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the IATSE or Producer(s). Such hearing shall be held on an informal basis. The arbitrator shall have the authority to establish uniform and equitable procedures for the conduct of the hearing.

(6) The award of the arbitrator shall be rendered in writing within twenty (20) business days after the conclusion of the hearing unless the time is expressly extended by the Producer(s) and the IATSE. The written award of the impartial arbitrator shall be final and binding upon the IATSE and its West Coast Studio Locals, CSATF, the Producer(s) and any person whose roster placement is at issue. In the event that the award of the impartial arbitrator is to place the individual's name on the roster, the person's roster date shall be retroactive to the date that said person would have been placed on the roster but for said protest.

(7) The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by the Producer(s) and by the

IATSE. All other costs and fees shall be borne by the party incurring same.

(h) Distribution of Roster

CSATF shall be responsible for distribution of the Industry Experience Roster. Copies (either in hard form or on disk) shall be distributed quarterly to the Producers and to the Local Union.

Any objections by the Union or any person affected to the contents of such roster as so distributed shall be made, in writing, to the Producer within thirty (30) days after the close of the quarter in which the roster containing the objectionable material is first issued and, if not so made, shall be deemed to be waived.

**69. No Clause.**

**70. Reporting of Accidents**

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported to the Union as soon as practicable after the accident.

**71. Employees in the Armed Services**

Recognizing the moral and legal responsibility to the employees subject to this Agreement who have entered into the Armed Services, the Producer and the Union agree that they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such employees to the jobs such employees held prior to their entry into the Armed Services.

Producers and the Union agree that employees temporarily holding such jobs will be displaced by such returning employees.

**72. Vacations**

Vacations with pay will be allowed as follows:

(a) Daily Schedule Employees

(1) Vacation pay for a person employed solely under a Daily Schedule shall be computed at the rate of four percent (4%) of total annual earnings for those hours worked at straight time, including hours worked on night premiums at straight time and hours paid as vacation time, during the employee's personal income tax reporting year.

(2) Employees must actually take time off from work for paid vacations in accordance with the following schedule:

For Daily Schedule Employees	
Straight time hours worked in preceding year:	Straight time working days required to be taken off:
1,928.0 and over (inclusive)	10
Between 1,734.4 and 1,927.9 (inclusive)	9
Between 1,540.8 and 1,734.3 (inclusive)	8
Between 1,347.2 and 1,540.7 (inclusive)	7
Between 1,153.6 and 1,347.1 (inclusive)	6
Between 960.0 and 1,153.5 (inclusive)	5
Between 766.4 and 959.9 (inclusive)	4
Between 572.8 and 766.3 (inclusive)	3
Between 379.2 and 572.7 (inclusive)	2
Between 185.6 and 379.1 (inclusive)	1
185.5 and under (inclusive)	0

Employees with 50% Additional Vacation Pay (See (e) below)

For Daily Schedule Employees	
Straight time hours worked in preceding year:	Straight time working days required to be taken off:
1,888.0 and over (inclusive)	15
Between 1,761.6 and 1,887.9 (inclusive)	14
Between 1,635.2 and 1,761.5 (inclusive)	13
Between 1,508.8 and 1,635.1 (inclusive)	12
Between 1,382.4 and 1,508.7 (inclusive)	11
Between 1,256.0 and 1,382.3 (inclusive)	10
Between 1,129.6 and 1,255.9 (inclusive)	9
Between 1,003.2 and 1,129.5 (inclusive)	8
Between 876.8 and 1,003.1 (inclusive)	7
Between 750.4 and 876.7 (inclusive)	6
Between 624.0 and 750.3 (inclusive)	5
Between 497.6 and 623.9 (inclusive)	4
Between 371.2 and 497.5 (inclusive)	3
Between 244.8 and 371.1 (inclusive)	2
Between 118.4 and 244.7 (inclusive)	1
118.3 and under (inclusive)	0

(b) Weekly Employees (including combinations of Weekly and Daily Schedule employment):

*Straight Time Days Worked in Preceding Year	Days of Vacation with Pay in Succeeding Year
Over 200	10 (maximum)
Between 181 and 200	9
Between 161 and 180	8
Between 141 and 160	7
Between 121 and 140	6
Between 101 and 120	5
Between 81 and 100	4
Between 61 and 80	3
Between 41 and 60	2
Between 21 and 40	1
**20 and under	0

\* For vacation purposes only, full six-day workweeks on distant location shall be credited as five (5) days worked. In addition, one workday shall be counted for each paid vacation day.

\*\* Employees who are employed less than twenty-one (21) days and who do not qualify for a day's vacation pay under this provision shall be paid vacation pay as follows:

Daily Schedule Employment:

Script Supervisors: 4% of guaranteed earnings including hours worked on night premiums.

Teleprompter Operators: 4% of straight time earnings including hours worked on night premiums at straight time.

Weekly Schedule Employment: 4% of guaranteed weekly earnings.

(c) To determine, for vacation purposes, the number of days worked in any workweek, the following formulae shall be used:

(1) Schedule A Script Supervisors:

$\frac{5}{52.5} \times$  Total hours guaranteed (including hours worked on weekday night premiums) to a maximum of 52.5 hours per week, excluding double time days.

(2) Schedule A Teleprompter Operators:

Studio Employment

$\frac{5}{40} \times$  Total hours worked at straight time (including hours worked on weekday night premiums) to a maximum of forty (40) hours.

(3) Schedule B Employees:

Days worked are equal to the number of minimum calls paid for days other than the sixth or seventh days in the employee's workweek subject to the provisions of Paragraph 72(b)\*, above.

(d) To determine, for vacation purposes, the rate at which each vacation day shall be paid, the following formulae shall be used:

(1) Schedule A Script Supervisors: One (1) day is equal to ten (10) hours pay at average rate of daily guarantee, excluding double time days.

(2) Schedule A Teleprompter Operators: One (1) day is equal to eight (8) hours average pay at straight time.

(3) Schedule B Employees: One (1) day is equal to one-fifth (1/5) of average weekly earnings, limited each week to the hours specified under the employee's weekly work schedule.

(4) Rates of pay shall be those in effect during the year in which the vacation is earned ("preceding year").

(e) Additional Vacation Provisions

The following additional vacation provisions shall apply to Weekly or Daily Schedule employees who meet the necessary eligibility qualifications:

## (1) Eligibility Requirements

Commencing with vacations earned in the year 1979 and payable in the year 1980 and thereafter, eligible employees shall be those employees who actually worked for Producer for eight (8) consecutive "eligible" years, with an aggregate of not less than 1,600 "straight time" days worked with Producer in such eight (8) years.

As used in this provision, the term "year" shall mean the employee's personal income tax earnings year (also hereinafter referred to as "tax year"); the term "eligible year" shall mean a tax year in which the employee worked one hundred (100) or more "straight time" days for Producer;<sup>6</sup> the term "straight time" days shall be deemed to include the five (5) or six (6) days of employment, as the case may be, specified under the respective five (5) or six (6) day cumulative weekly schedules.

Any tax year in which the employee actually works less than one hundred (100) "straight time" days for Producer shall be excluded in computing the required eight (8) "eligible" tax years, and the "straight time" days worked in such year shall not be counted in computing the required aggregate of 1,600 "straight time" days to be worked in such eight (8) tax years.

Employees who fail to work more than one hundred (100) "straight time" days for such employer in each of any two (2) consecutive tax years shall, at the end of such second year, be considered new employees hereunder with no previous employment credit with Producer for the purpose of establishing the above eligibility requirements. Provided, however, that in determining such two (2) consecutive years, no year shall be included (and the "straight time" days worked in such year shall not be counted for any eligibility purposes hereunder) in which the employee could not work one hundred (100) "straight time" days for Producer due to either or both of the following:

- (i) The period of recorded leaves of absence granted by Producer;

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<sup>6</sup> The term "eligible year" shall be applied in the following manner with respect to calendar year 1988 to take account of the WGA strike: As to calendar year 1988 only, an employee shall be deemed to have an "eligible year" if he has worked at least seven-twelfths (7/12) of the number of days otherwise required under Paragraph 72(d) to attain an eligible year. Thus, any employee who has worked 58 or more "straight time" days for Producer during calendar year 1988 shall be deemed to have an "eligible year" for purposes of the additional vacation provision.

(ii) For the period during which the employee was absent and physically unable to work for Producer solely as a result of an "industrial accident" occurring to such employee while employed by Producer.

(2) Vacation Days and Pay

Commencing with October 26, 1955, such weekly or daily employees who become eligible on or after such date, as above provided, shall, beginning with the date they so become eligible, earn with Producer fifty percent (50%) more in vacation time and money based upon the applicable weekly or daily employee<sup>7</sup> vacation schedule set forth above; any such employee shall be limited to earning a maximum of only fifteen (15) days vacation per year. Provided, that for the remainder of any such tax year in which such an employee becomes eligible, he shall only earn additional vacation time and money, as above provided, based solely on the "straight time" days he worked for Producer after he so became eligible and within the remaining portion of each year, to be computed separate and apart at the rate of one-half of the vacation benefit specified under the above applicable daily or weekly vacation schedule.

(3) Loss of Eligibility

Employees who become eligible, as above provided, but who thereafter either resign from employment with Producer or fail to work for Producer more than one hundred fifty (150) "straight time" days<sup>8</sup> in any one tax year shall, as of the last day of such tax year or, in the case of resignation, the date of such resignation, lose such eligibility and right to earn the additional vacation days and pay above provided; in such event, they shall thereupon be considered new employees hereunder with no previous employment credit with Producer for the purpose of subsequently establishing the above eligibility requirements.

In determining whether any employee loses his eligibility for failure to work for Producer more than one hundred fifty (150) "straight time" days in a tax year, as above provided, no such year shall be counted for this purpose in which the employee could not work at least one hundred fifty-one (151) "straight time" days for Producer due to either or both of the following:

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<sup>7</sup> Vacation pay for such employee employed solely under a daily schedule shall be computed at the rate of 6.2762% instead of 4% as set forth in subparagraph (a), above, of this Paragraph 72.

<sup>8</sup> For purposes of calendar year 1988, the "more than one hundred fifty 'straight time' days" requirement shall be reduced to "more than eighty-eight (88) 'straight time' days" to take account of the WGA strike.

(i) The period of recorded leaves of absence granted such employee by Producer;

(ii) The period during which such employee was absent and physically unable to work for Producer solely as a result of an “industrial accident” occurring to him while employed by Producer.

**(4) Eligibility Credit**

For the purposes of determining “eligible” years and “loss of eligibility” only, as above provided, employees who leave the employ of Producer to perform military service and who remain in the Armed Forces of the United States in accordance with the applicable National Selective Service Act (or other subsequently enacted comparable national legislation then in effect pertaining to such service), shall be credited as having worked for Producer the number of applicable days the employee would normally have been employed by Producer for “straight time” days in each workweek of the period of such service.

**(f) Daily and Weekly Schedule Employees**

(1) Vacations are earned in one personal income tax earnings year and are paid for in the succeeding calendar year.

(2) Vacations shall not be cumulative between calendar years and shall be taken at times approved by the Producer.

(3) Days that would otherwise constitute the sixth or seventh day in the employee’s workweek and holidays occurring during vacation periods are not counted as days granted.

(4) When any portion of the vacation period is less than a full payroll week, by mutual agreement between the Producer and the employee, the Producer may grant leave of absence without pay for the remaining fractional portion of the payroll week.

(5) Eligible employees who are no longer employed at the beginning of the calendar year in which their vacation pay for the preceding year is payable may obtain such vacation pay at any time subsequent to March 15 by notifying the Producer of their desire to obtain such vacation pay. Such notice shall set forth a date on or subsequent to the date of notice for the commencement of the period to which such vacation pay shall apply. The designation of such commencement date shall be at the sole discretion of such employees, and the Producer agrees to pay such employees the vacation pay due on

or prior to such commencement date, but in no event shall the Producer be obligated to make such payment prior to March 15.

(6) In the event of a layoff, an employee eligible for vacation shall not be required to take vacation at time of layoff.

(7) Each eligible employee shall, if he so desires, submit to his department head, prior to June 1st, three (3) vacation dates in the order of his preference. In the event that none of the three (3) preferential dates is granted, the department head may establish date of vacation if conditions permit. However, he shall give any such employee not less than one week's notice as to date of vacation unless, upon the request of the employee, it is otherwise mutually agreed. Employees who do not submit preferential dates shall receive vacations on dates subject to the discretion of the department head.

(8) Producer shall pay an eligible employee his vacation pay check not later than noon of the pay day preceding the commencement day of his vacation, provided the employee has made a request to Producer for such vacation check at least one week prior to such pay day preceding the commencement of such vacation.

(9) If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate vacation pay experience credit accrued with the selling company. If such employee is not so continued in employment by the buying company, then only Producer is responsible for any vacation pay due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall be entitled to his accrued vacation pay from Producer.

(10) Presentation of Claim for Vacation and/or Holiday Pay

(i) Producers that currently pay for vacations and/or holidays on a weekly basis shall continue to adhere to their existing practice. Producers that currently make vacation and/or holiday payments pursuant to subparagraph (f)(10)(ii) below may instead elect on a production-by-production basis to pay on a weekly basis.

(ii) Producers that currently pay for vacations and/or holidays at the end of the calendar year shall elect one of the following procedures for employees on layoff and for employees on payroll:

(A) With respect to employees on layoff:

(1) On or after March 15 of the year following the calendar year in which vacation and/or holiday pay was earned, the Producer shall either:

(a) Mail or deliver to such employee his vacation and/or holiday pay; or

(b) Notify each such employee that he should claim his vacation and/or holiday pay pursuant to the provisions of this Agreement.

(2) In the event the Producer mails the employee's vacation and/or holiday paycheck and it is returned or if the employee fails, within thirty (30) days following the date of mailing of the notice referred to in subparagraph (f)(10)(ii)(A)(1)(b) above, to claim his/her vacation and/or holiday pay, the Producer shall notify the Local Union of the names of those employees who have not claimed vacation and/or holiday pay. In the case of employees whose checks were returned, the Producer shall also forward the returned check(s) to the Local Union.

(3) The Local Union shall endeavor to locate any employee who has not claimed his vacation and/or holiday pay. If it does so, it shall forward to the employee his check or otherwise advise the employee of the department of the Producer to contact to claim such pay.

(4) If the Local Union is unable, within thirty (30) days following its receipt of the notice referred to in subparagraph (f)(10)(ii)(A)(2) above, to locate such employee(s), the Local Union shall so advise the Producer and return any unclaimed check(s) to the Producer.

(5) On or about March 15 of the second calendar year following the year in which vacation and/or holiday pay was earned ("the second calendar year"), employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of holiday and/or vacation pay due to each, together with a notice that unless claimed by July 15, such holiday

and/or vacation pay will be sent to the Motion Picture Industry Pension Plan.

(6) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and the Local Union's obligations hereunder to the employee with respect to the payment of vacation and/or holiday pay.

(B) With respect to employees on payroll:

(1) On or after March 15 of the year following the calendar year in which vacation and/or holiday pay was earned, the Producer shall either:

(a) mail or deliver to such employee his vacation and/or holiday pay; or

(b) notify each such employee that he should request holiday pay pursuant to the provisions of this Agreement and schedule his vacation according to this Agreement.

(2) In the event the employee fails to request such holiday pay and/or to schedule his vacation within thirty (30) days after the date of mailing of the notice referred to in subparagraph (f)(10)(ii)(B)(1)(b) above, the Producer shall notify the Local Union of the names of those employees who have not claimed such pay and/or scheduled their vacation.

(3) The Local Union shall, within thirty (30) days after receipt of the notice referred to in subparagraph (f)(10)(ii)(B)(2) above, endeavor to notify the employee and advise him to claim holiday pay and to schedule his vacation.

(4) On or about March 15 of the second calendar year, employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the Motion Picture Industry Pension Plan.

(5) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and Local Union's obligations hereunder with respect to the payment of vacation and/or holiday pay.

(iii) New signatory Producers shall adhere to the practice of paying vacation and/or holiday pay currently on a weekly basis unless other arrangements are made by them with the IATSE.

### **73. Jurisdictional Disputes**

The Union agrees to cooperate in good faith with the Producer and other Local Unions in the industry in working out a method for the determination of jurisdictional disputes without work stoppages. Appropriate clauses shall be incorporated in this Agreement to cover any method or means that shall be agreed upon.

#### **73.1 Letter of Understanding re Procedure for Implementing Paragraph 73**

(a) If a jurisdictional dispute should arise between or among the West Coast Studio Local Unions, it will be submitted to the IATSE for resolution.

(b) Prior to rendering a decision thereon, the IATSE shall notify the AMPTP of the existence of the dispute and, upon request of the AMPTP, shall consider the position of the Producer concerning the dispute.

(c) In the event that the AMPTP disagrees with the IATSE decision as to which Local should be assigned the work, the IATSE agrees to meet with the AMPTP in a good faith effort to resolve the question.

### **74. Severance Pay**

#### **(a) General**

(1) (i) An employee employed by the Producer under this Agreement or its predecessor agreements for one or more qualified years (as defined in subparagraph (f) hereof) whose employment is severed after August 1, 2018; or

(ii) an employee who had at least one (1) qualified year (as defined in Paragraph 74(f) of this Agreement) as of August 1, 1985 who has made the required application for retirement to the Motion Picture Industry Pension Plan at least sixty (60) days prior to retiring or has made the required application for retirement to any private retirement plan referred to in Article XV of the Trust Agreement of the Motion Picture Industry Pension Plan and who retires

shall receive the applicable severance pay set forth below (as modified by subparagraphs (c) and (d) hereof) unless such employee is disqualified for severance pay purposes pursuant to subparagraph (e) hereof.

Qualified Years	Number of Weeks of Severance Pay
1-2	1
3-4	2
5-8	3
9	4
10	5
11-12	6
13-14	7
15	8
16	9
17	10
18	11
19	12
20	13

The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement; provided, however, that the base period used in computing the employee's average earnings shall, for the purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee's personal income tax earnings year used in computing vacation pay.

(2) Ninety (90) elapsed days after severance occurs such employee shall be entitled to:

(i) one (1) week of said severance pay if he has two (2) or less qualified years as of date of severance;

(ii) two (2) weeks of said severance pay if he has three (3) or more qualified years as of date of severance; provided, however, such employee shall not receive such severance pay if within such ninety (90) day period he receives the following employment by Producer:

(A) five (5) days' employment, not necessarily consecutive, if he has one (1) or two (2) qualified years as of the date of such severance;

(B) eight (8) days' employment, not necessarily consecutive, if he has three (3) qualified years as of the date of such severance;

(C) ten (10) days' employment, not necessarily consecutive, if he has four (4) or more qualified years as of the date of such severance.

(3) If such employee entitled to severance pay after ninety (90) elapsed days has five (5) or more qualified years as of the date of severance, he shall be entitled to the balance of his accrued severance pay ninety (90) elapsed days following the completion of the first ninety (90) day period, unless during the second ninety (90) day period he receives fifteen (15) days' employment by Producer, not necessarily consecutive.

(4) Notwithstanding the provisions of subparagraphs (2) and (3) above, an employee who retires in accordance with subparagraph (a)(1)(ii) above shall receive severance pay within thirty (30) days following his retirement.

(b) Payment of Full Severance Pay

Once an employee has received full accrued severance pay, pursuant to subparagraph (a) above, he shall thereafter be a new employee for severance pay purposes and future computation of qualified years shall apply only to employment by Producer, if any, after the receipt of such full severance pay.

An employee who retires pursuant to subparagraph (a)(1)(ii) above and receives his full accrued severance pay shall be removed from the Industry Experience Roster and the Studio Seniority Roster of the Producers.

(c) Offset

If an employee on the date of severance of employment with Producer after January 31, 1961 would otherwise already have five (5) or more qualified years with Producer, he shall be entitled to the total number of weeks of severance pay, as provided in (a) above, less an "offset" in the number of weeks of any severance pay he received from Producer before January 31, 1961 in connection with employment which is considered in the computation of such qualified years or with "bridged" years as referred to in subparagraph (f) hereof. This "offset" shall apply only towards payments due after the completion of the second of two ninety (90) day periods referred to in subparagraph (a)(3) above. In this instance, payment by Producer of full severance pay to employee prior to January 31, 1961 shall not break the employee's employment with such Producer for purposes of computing consecutive qualified years hereunder.

(d) Reduction of Severance Pay Amounts

Any severance pay paid to an employee after January 31, 1961 shall correspondingly reduce the total number of weeks of severance pay to which he is thereafter entitled before again becoming a new employee hereunder. An employee who receives or has received full severance pay hereunder after January 31, 1961 shall be considered to be a new employee thereafter for severance pay purposes.

(e) Disqualification for Severance Pay

Employees hereunder shall be disqualified for severance pay in accordance with the provisions of subparagraphs (1) and (2) below.

(1) Refusal of Offers of Employment

If an employee rejects an offer of employment from Producer hereunder during either of the ninety (90) day periods referred to in subparagraph (a)(3) hereof, such employee shall lose his qualification for severance pay and, if subsequently rehired, shall be rehired as a new employee for severance pay purposes. If any employee was not available or could not be reached when called for work by Producer, he shall be deemed to have rejected an offer of employment; provided, however, that:

(i) Producer shall be obligated, in the event of such rejection or unavailability, to notify the Union on the same day by telephone unless the Union office is not open, in which case such notification must be made on the next following workday, and to confirm such call by letter posted on the day of such notification to the Union.

(ii) If Producer is unable to reach the employee (including such inability to reach because no one answers employee's phone), Producer shall be obligated to telephone the Union and request the Union to make the call, in which event the Union shall either promptly confirm to the Producer by telephone its inability to reach the employee or advise the Producer by telephone that it has reached the employee and of the results of such call.

(iii) It is recognized that in certain circumstances it may be difficult for an employee to accept a call immediately when he is currently employed at another studio. It is further recognized that in certain circumstances it may be difficult for the employee, as well as a hardship to the studio at which he is then employed, to be required to accept a call immediately without any notice to his then present employer. It is believed that in the great majority of cases reasonable consideration would be given so that the employee would not lose his severance pay credits. To this end, it is the intent of the parties hereto that if an employee who is qualified for severance pay has been laid off by a studio and, within either of the ninety (90) day periods referred to, such studio recalls the employee at a time when such employee is unable to accept such recall because of other employment in the motion picture industry, then either of such ninety (90) day periods shall be deemed extended by a period equivalent to the period of employment for which the employee was being recalled, but in no event to exceed twenty (20) days. In the event such employee is again recalled within either of the ninety (90) day periods and does not accept such recall because of other employment in the motion picture industry, or for any other reason except as otherwise herein provided, then such employee shall lose his qualification for severance pay and, in the event he is subsequently rehired by the Producer, then such rehire shall be as a new employee for severance pay purposes, except that if the employee's call was on a daily basis, there may be two (2) extensions of either of the ninety (90) day periods by reason of inability to accept calls because of employment elsewhere in the motion picture industry.

(iv) If the employee is unavailable to accept such recall because of employment outside the motion picture industry at the time of such recall, he shall have a maximum of two (2) days after the date of such recall to make himself available and, if he fails to do so,

then such employee shall lose his qualification for severance pay and, if he is subsequently rehired, shall be a new employee for severance pay purposes.

(2) Severance Beyond Control of Producer

In the event any severance is the result of a dismissal due to seniority requirements, a voluntary resignation or a layoff as a result of physical incapacity, epidemic, fire, action of the elements, strike,<sup>9</sup> walkouts, labor dispute, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion or for any other cause beyond the control of the Producer, whether of the same or any other nature, the employee shall not be entitled to any severance pay arising out of the completion of both of the ninety (90) day periods following such severance. In the event any severance is the result of dismissal for cause, the employee so severed shall be disqualified for severance pay.

(f) Qualified Years

As used herein, the term “qualified years,”<sup>10</sup> with respect to any employee, shall refer to the number of consecutive periods of three hundred sixty-five (365) consecutive days each, calculated backward from the date of his severance, in each of which the employee has been employed by Producer for two hundred (200) or more work days (including paid vacation days as work days); it being understood and agreed that if, in any such three hundred sixty-five (365) day period, such employee was employed for less than two hundred (200) work days by Producer, such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be “bridged” for severance pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such “bridged” year in which employee was employed by Producer for two hundred (200) or more work days shall be counted as a qualified year; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such

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<sup>9</sup> The 1988 strike by the Writers Guild of America shall not be considered a disqualifying event for purposes of severance pay. Instead, any periods provided in Paragraph 74 shall be tolled for the duration of the WGA strike (March 7, 1988 through August 7, 1988).

<sup>10</sup> The definition of a “qualified year,” for purposes of this Paragraph 74(f), shall be applied in the following manner with respect to calendar year 1988 to take account of the Writers Guild of America strike: As to calendar year 1988 only, an employee shall be deemed to have a “qualified year” if he has worked at least seven-twelfths (7/12) of the number of days otherwise required under this Paragraph to attain a “qualified year.” Thus, any employee who has worked one hundred seventeen (117) or more work days during calendar year 1988 shall be deemed to have a “qualified year” for purposes of this provision.

leave and provided, further, that the computation of qualified years shall be subject to the following exceptions:

(1) If an employee is determined to have less than two (2) qualified years, he shall be credited with a qualified year only if, in addition to having been employed for at least two hundred (200) or more days in the three hundred sixty-five (365) days immediately preceding his date of severance, he shall have been employed for at least one (1) day during the first six (6) months of the eighteen (18) month period immediately preceding his date of severance, in which case he shall be credited with one (1) qualified year.

(2) Any period of two hundred seventy (270) consecutive days commencing prior to January 31, 1961 in which such employee was not actually employed by Producer will be deemed to have broken the employment record of such employee and no period prior to the completion of such two hundred seventy (270) days shall be considered in determining qualified years of such employee.

(3) With respect to any severance of employment of an employee which occurred between February 1, 1961 and January 31, 1965, both dates inclusive, the passage of two hundred seventy (270) days following such severance in which such employee was not employed and did not receive an offer of comparable employment under the terms and conditions specified in the predecessor collective bargaining agreement of this Agreement shall result in his being a new employee for severance pay purposes upon the completion of such two hundred seventy (270) day period.

(4) If an employee on the date of the severance of his employment under this Agreement after January 31, 1961 with Producer would otherwise have had one (1), two (2), three (3) or four (4) consecutive "qualified years" with Producer, but had received full severance pay prior to February 1, 1965, then he shall be deemed to be a new employee for severance pay purposes after being rehired and the applicable consecutive qualified years shall be based and computed only upon his employment with Producer after he so became such a new employee.

(g) Severance Obligation of Successor Company

If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate severance pay experience credit accrued with Producer and his employment shall not

be considered to be terminated for severance pay purposes as a result of such successor company's acquisition of Producer. If such employee is not so continued in employment by the buying company, then Producer is responsible for any severance pay due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall not be entitled to any severance pay from either Producer or buying company.

**(h) Presentation of Claim for Severance Pay**

Any claim for the payment of severance pay, not presented to the Producer within three hundred sixty-five (365) calendar days after the date upon which the employee is qualified under this Paragraph for such severance pay, shall be deemed to be waived.

**75. No Clause.**

**76. Re-employment of Former Labor Union Officers**

Any employee who has been employed by the Producer for the twelve (12) consecutive months (and has actually received pay for two hundred (200) or more days in that period) immediately prior to the date of his election or appointment to a paid full-time job with a labor organization in the motion picture industry shall be re-employed in his former job within ninety (90) days after leaving his Union position, on the same basis and seniority as though he had never left such job with Producer. Provided, however, that such job is available at the time of request for re-employment; that the job is not then held by an employee holding a personal service contract; that the employee, in the opinion of the Producer, is qualified and able to perform the duties required in such job, and that such employee has made application within thirty (30) days of leaving his Union position.

If such position has been abolished or the labor requirements of the Producer have materially changed, then, subject to the above conditions, the Producer will give such employee preference of employment for any job available within the classifications of the bargaining unit.

**77. Return of Transferred Employee to Bargaining Unit**

Any employee of the Producer subject to this Agreement who is transferred or promoted to a position with Producer outside the classifications of the bargaining unit may, at the sole discretion of the Producer, upon the termination of such transfer or promotion, be restored to a position within the classifications of the bargaining unit on

the same basis and seniority as though he had never been transferred or promoted from such bargaining unit. Provided, however, that such employee makes application with Producer for reinstatement to such position within the bargaining unit within ninety (90) days after severance from the position to which he had been transferred or promoted, as above described.

**78. No Clause.**

**79. Leave of Absence**

A regular employee's request for a leave of absence, not to exceed six (6) months, will be given consideration by the Producer and Producer will not unreasonably refuse to grant such a leave of absence for good cause, provided the employee's service can be reasonably spared. All such requests for leaves of absence will be in writing. No such leave of absence will be extended beyond six (6) months, except for compelling reasons.

**80. Bulletin Boards**

Producer will make available in an appropriate area in the studio (such as Department Headquarters) a glass-enclosed bulletin board which can be locked. It shall be at least 3 x 2 feet in size. The material posted shall be subject to review by Producer.

**81. - 89. No Clauses.**

**90. Documentaries and Industrials**

The Producers agree to continue negotiations for a separate Documentary, Industrial and Educational Agreement.

**91. - 94. No Clauses.**

**VIII. DUTIES AND DIVISIONS OF WORK**

**95. Script Supervisor's Duties**

(a) The duties of the Script Supervisor are as follows:

- (1) To prepare a Script Supervisor's breakdown of script;
- (2) To verify dialogue during shooting;

(3) To time takes and assist during blocking of scenes;

(4) To note deviations from script;

(5) To keep detailed notes on set-ups filmed by all cameras and note sequences;

(6) To match dialogue and movements;

(7) Supervising the matching of wardrobe, make-up, props, progression and set dressing during the photography of any specific scene;

(8) To furnish camera and sound with slate numbers and prints;

(9) To project if picture is long or short;

(10) To prepare a list of pick-up shots and wild sound tracks;

(11) To note, upon request, lenses, focal length and zoom operations;

(12) Providing production personnel with daily information as to number of set-ups, scenes and pages shot, daily and cumulative time and day's shooting;

(13) To make continuity and editing notes and forward to Editor after day's shooting;

(14) To furnish Editor with a complete, lined script and appropriate notes; and

(15) Other related duties.

(b) No other employee in any other craft, or otherwise, shall be permitted to perform the exclusive duties of a Script Supervisor as shown above.

(c) The Script Supervisor shall not be required to be responsible for the production time-lapse log.

(d) Pre-timing is not one of the required duties of a Script Supervisor, but may be assigned at the discretion of the Producer. Pre-timing may be done by a Script Supervisor, upon the request of a Producer, or the Script Supervisor may decline to pre-time. If a Script Supervisor agrees to pre-time, compensation shall be determined by

negotiations between the Producer and Script Supervisor and shall not be included as a part of preparation pay as provided for in the Agreement.

(e) A Script Supervisor may, at the option of the Producer, run lines and cue actors prior to and during rehearsal, but such work shall in no manner be deemed to be under the sole jurisdiction of the Union.

## **96. Electronic Cueing Devices**

When required, the operation on film production of electronic cueing devices, such as those developed by QTV, shall be covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**FOR THE ALLIANCE OF MOTION PICTURE AND  
TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES  
LISTED ON EXHIBIT "A" ATTACHED HERETO, ALL OF  
WHICH CONSTITUTE A SINGLE MULTI-EMPLOYER  
BARGAINING UNIT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol A. Lombardini  
President, AMPTP

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Matthew D. Loeb  
International President

**SCRIPT SUPERVISORS/CONTINUITY, COORDINATORS,  
ACCOUNTANTS & ALLIED PRODUCTION SPECIALISTS  
GUILD, LOCAL #871**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Crystal Hopkins  
Business Representative

## **EXHIBIT "A"**

### **Companies Represented by the AMPTP in 2018 IATSE Negotiations**

12:05 AM Productions, LLC	Bonanza Productions Inc.
300 Pictures, Inc.	Broken Foot Productions, Inc.
1440 Productions LLC	Bronson Avenue LLC
50/50 Productions, LLC.	BTW Productions, Inc.
7 Friends Pictures Inc.	Calabasas Camera Inc.
3F Productions, Inc.	CaliYork Productions
ABC Signature Studios, Inc.	Canada Premiere Pictures, Inc.
ABC Studios New York, LLC	Cartoon Network Studios, Inc.
Ability Now	Cast & Crew Productions Payroll,
Abominable Pictures, Inc.	LLC
Above Suspicion, LLC	Castle Rock Pictures, Inc.
Academy Lighting Consultants, Inc.	CBS Films Inc.
Adobe Pictures, Inc.	CBS Studios Inc.
Adrift Productions UK Limited	CDK Productions, Inc.
AEG Ehrlich Ventures LLC	Charlestown Productions, LLC
Alive and Kicking, Inc.	Chevalier Productions, Inc.
Altar Rock LLC	Chime Productions, LLC
American Costume Corp.	Christie Love Productions, Inc.
American Documentaries, Inc.	Chubbco Filmco
American International Media Group, LLC	Classic Films, Inc.
American Summer Productions, Inc.	Columbia Pictures Industries, Inc.
Annapurna Productions, LLC	Company Prime LLC
Artcraft Productions Inc.	Confidential Productions, Inc.
Ascension Films Inc.	Consolidated Scenic Services, Inc.
Ask Productions	Country Music Film Project, LLC
Atlantic Pictures, LLC	Coupon Productions, Inc.
Bad Moms Louisiana, LLC	CPT Holdings, Inc.
Badder Moms, LLC	Cranetown Media LLC
Beachwood Services Inc.	Crescent City Pictures, Inc.
Big Beach LLC	Crew You, Inc.
Big Ticket Pictures Inc.	Crews Unlimited II Inc.
Big Indie Pictures, Inc.	Crown City Pictures Inc.
Bill Melendez Productions, Inc.	Dakota Pictures, Inc.
Blanche Industries, LLC	David Productions Limited
Blue Cat Productions, LLC	Delta Blues Productions LLC
Bob Industries, LLC	dick clark productions, llp
	Digital 49 Productions, Inc.
	Digital 360 Productions, Inc.
	Digital Image Associates LLC

**EXHIBIT "A"**

DJ Audio, Inc.  
DreamWorks Animation  
Television Post-Production,  
LLC  
DreamWorks Post-Production  
LLC  
Dunnfilms, Inc.  
Dutch Boy Productions, LLC  
DW Dramatic Television L.L.C.  
DW SKG TV L.L.C.  
DW Studios Productions L.L.C.

East Lake Film Project, LLC  
Egregious Entertainment, LLC  
EPSG Management Services  
Evans/McNamara  
Eye Animation Productions Inc.  
Eye Productions Inc.

Favian Wigs Inc.  
Frank & Bob Films II, LLC  
Film 49 Productions, Inc.  
Film Commercials CA, Inc.  
FilmNation Features, LLC  
Final Stretch Productions, Inc.  
Forward Processing CA, Inc.  
Focus Features Productions, Inc.  
FRB Productions, Inc.  
FTP Productions, LLC  
Full Frontal, LLC

Goldcrest Features Inc.  
Goliath Productions Limited  
Goodnight Industries Inc. dba  
Goodnight and Company  
Grass Skirt Digital Productions,  
Inc.  
Green Set Inc.  
Greenco Studio Rentals Inc.  
Greyhound Productions, Inc.  
GVF Productions, Inc.  
GWave Productions, LLC

Hazardous Productions, LLC  
Hiker Productions, LLC  
Holly Day Productions

Hollywood Camera, Inc.  
Hop, Skip & Jump Productions,  
Inc.  
Horizon Scripted Television, Inc.  
Hostage Productions, Inc.  
Hotel Artemis LLC

I Like Pie, Inc.  
Illuminar, LLC  
Indieproduction, LLC  
Irony West Corp  
Island Film Studios, LLC  
It's Possible Productions, LLC

J.C. Backings Corporation  
Jay Squared Productions LLC  
Jax Media, LLC  
JEM FX Inc.  
JMX, LLC  
JW3 Productions, Inc.

Kamakazee Kiwi Corp  
Kapital Productions, LLC  
Ken Ehrlich Productions Inc.  
Kiki Tree Pictures Inc.  
Knight Takes King Productions,  
LLC

Lady Prison Productions, Inc.  
Lakeshore Entertainment Group  
LLC  
LDM Worldwide Corp.  
Learning Depot, LLC  
Legendary Features Productions  
US, LLC  
Legendary Pictures Funding, LLC  
Legendary Pictures Productions,  
LLC

Len Productions LLC  
Lennox House Pictures Inc.  
Lime Grove Productions, LLC  
Lions Gate Productions, LLC  
Liquid Music, Inc.  
Louisiana Premiere Productions  
LLC

EXHIBIT "A"

M.E. & Me Costumes, Inc. dba  
Bill Hargate Costumes

MacArthur Park Productions, Inc.

Magic Island Productions, Inc.

Main Gate Productions LLC

Main Processing, Inc.

Malibu Road, LLC

Marlowe Productions, LLC

Mars Boys, LLC

Marvel Film Productions LLC

Marvel Picture Works LLC

Mayo Clinic Film Project, LLC

Metro-Goldwyn-Mayer Pictures  
Inc.

MGM Television Entertainment  
Inc.

MICDI Productions Inc.

Minim Productions, Inc.

MJ21, Inc.

Molly's Movie, Inc.

Mountainair Films Inc.

Moxie Pictures, Inc.

MRC II Holdings, LP

MRZ Sound Inc.  
(fka MartellSound, Inc.)

Multicultural Community  
Production Association Co.

Mutiny Pictures Inc.

NCI Processing, Inc.

New Line Productions, Inc.

New Regency Productions, Inc.

Next Step Productions LLC

Nila Inc.

Ninjutsu Pictures, Inc.

NS Pictures Inc.

Olive Avenue Productions LLC

On The Brink Productions, Inc.

Open 4 Business Productions LLC

Orange Cone Productions LLC

Pacific 2.1 Entertainment Group,  
Inc.

Paige Productions, Inc.

Palladin Productions LLC

Paramount Pictures Corporation

Paramount Worldwide

Productions Inc.

Perdido Productions, Inc.

Picrow, Inc.

Picrow Streaming Inc.

Picrow Features Inc.

PP21 Productions LLC

Preach Productions, Inc.

Produced Bayou Productions, Inc.

Product Entertainment, Inc.

Public Disturbance Film LLC

Quantum Payroll Services, Inc.

Random Pictures Inc.

Rat Pac Inc.

Redemption Pictures Inc.

Red Rover LLC

Red Zone Pictures, Inc.

Reunion 2017 LLC

Revolution Production Services,  
LLC

Revolving Movie, LLC

RH Factor, Inc.

RHO Productions, LLC

River Road Entertainment  
Productions, LLC

Riverboat Productions, LLC

Rocart Inc.

Rose City Pictures, Inc.

Royals Productions, Inc.

Rozar Pictures, LLC

RRCB Media Assets, Inc.

Rundown LLC

S&K Pictures, Inc.

S8 Technicians, LLC

Salty Pictures, Inc.

Scope Productions, LLC

Screen Gems Louisiana, L.L.C.

Screen Gems Productions, Inc.

Serious One Productions LLC

SFI Productions, Inc.

ShivHans Productions, LLC

Shovel Buddies LLC

EXHIBIT "A"

Sky Lantern, LLC  
SLO Productions Inc.  
Smallville Studios Inc.  
Sneak Preview Productions, Inc.  
Sonar Entertainment  
    Productions, LLC  
Sony Pictures Studios, Inc.  
Spellman Desk Co., Inc.  
Spinel Productions, Inc.  
Stage 6 Films, Inc.  
Stalwart Films, LLC

Stamford Media Center &  
    Productions, L.L.C.  
Step-Up Productions, Inc.  
Storyteller Production Co., LLC  
Stu Segall Productions, Inc.  
STX Productions, LLC

Take Note, Inc.  
That's Fantastic, LLC  
The Dawgs Sound Design, Inc.  
The Traveling Lab  
Theatrical Resources, LLC  
Theoretical Pictures, Inc.  
Thunder and Lightning, Inc.  
Tom T. Animation, Inc.  
Touchstone Television  
    Productions, LLC dba ABC  
    Studios  
Turner Films, Inc.  
TVM Productions, Inc.  
Tweed Productions, LLC  
Twentieth Century Fox Film  
    Corporation

Umpire Productions, LLC  
Undiscovered North American  
    Ape Pictures, Inc.  
Universal Animation Studios LLC  
Universal Cable Productions LLC  
Universal City Studios LLC  
Upload Films Inc.  
Upside Down Productions, Inc.

Veteran Salute

Vietnam Film Project, LLC  
Vineyard Productions

WAG Pictures, Inc.  
Walt Disney Pictures  
Warner Bros. Advanced Media  
    Services, Inc. (except IATSE  
    Local 700/formerly Local 683)  
Warner Bros. Animation Inc.  
Warner Bros. Pictures  
Warner Bros. Studio Facilities  
Warner Bros. Television  
Warner Specialty Productions, Inc.

Warner Specialty Video  
    Productions Inc.  
Waterman Sound, LLC  
Westwind Studios, LLC  
White Famous Productions, Inc.  
Wiip Productions, LLC (fka  
    Tornado Productions, LLC)  
Wings Wildlife Productions Inc.  
Wonderland Films LLC  
WVP Boston

YKM Productions, Inc.  
YNFS Productions LLC

EXHIBIT "A"

## **EXHIBIT "B"**

### **GUIDELINES REGARDING EXTENDED WORK DAYS**

Theatrical and television productions are budgeted for specified hours of production. There are cost deterrents which encourage the production to be on budget and on time.

When an extended work day is necessary, the need for same should be identified as far in advance as possible so that appropriate planning may occur.

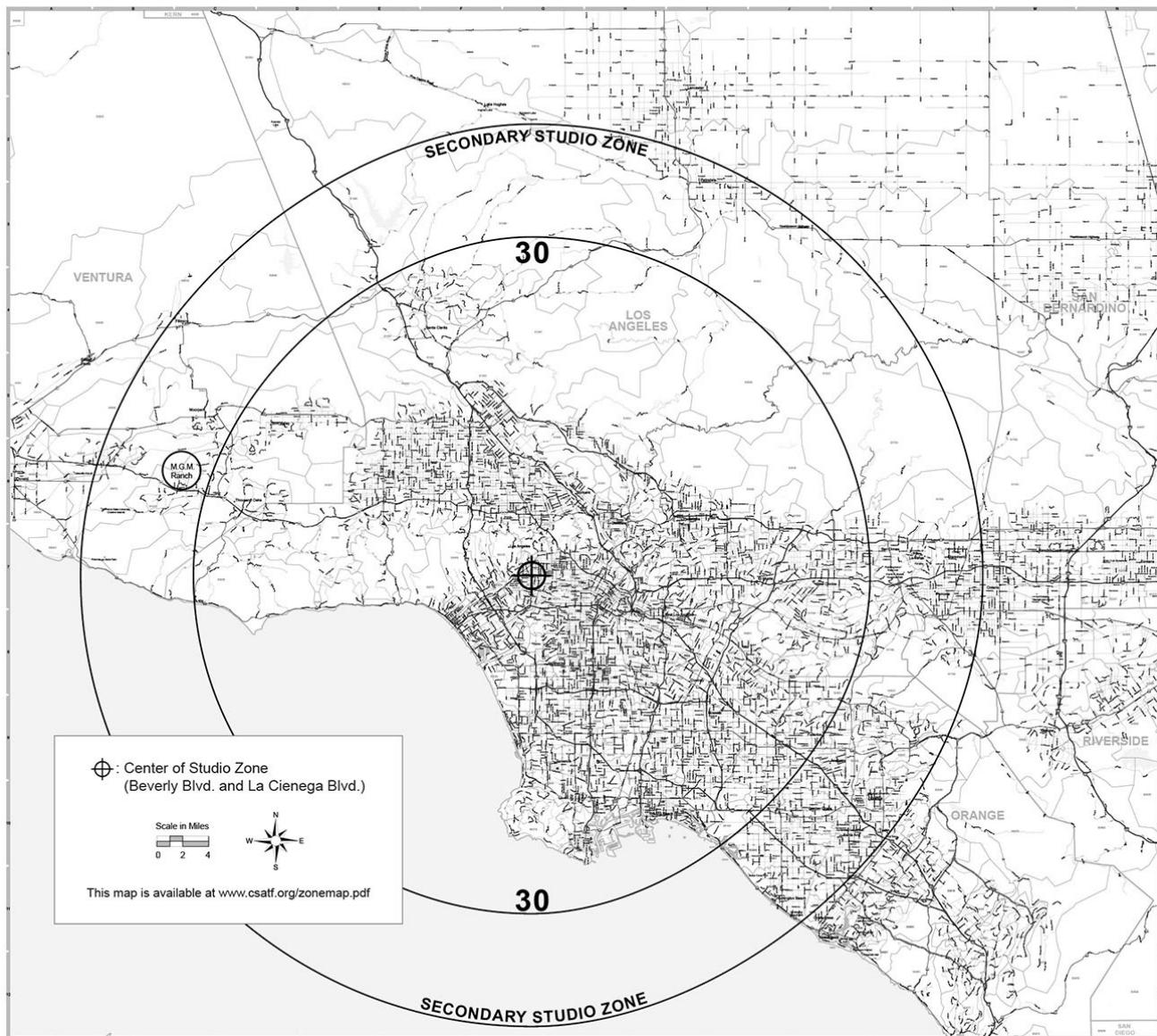
The following guidelines set forth common sense measures which should be considered when extended work days are necessitated:

1. Sleep deprivation, which may be caused by factors other than an extended work day, should be identified by the employee. The American Automobile Association (AAA) cautions drivers as to the following danger signs:
  - Eyes closing by themselves
  - Difficulty in paying attention
  - Frequent yawning
  - Swerving in lane

AAA warns that drivers experiencing any of these danger signs could fall asleep at any time. AAA recommends three basic solutions - sleep, exercise and caffeine. AAA urges drivers who are too drowsy to drive safely to pull off the road to a safe area, lock the doors and take a nap - even twenty minutes will help. Upon waking, the driver should get some exercise and consume caffeine for an extra boost.

2. Any employee who believes that he/she is too tired to drive safely should notify an authorized representative of the Producer before leaving the set. In that event, the Producer will endeavor to find alternative means of transportation or provide a hotel room or a place to rest. Such request may be made without any fear of reprisal and will not affect any future employment opportunities.
3. When the production company anticipates an extended work day, the employees should be encouraged to carpool.
4. When an extended work day is necessary, appropriate beverages and easily metabolized foods should be available.

**EXHIBIT "Z"**  
**STUDIO ZONE AND SECONDARY STUDIO ZONE MAP**



**Studio Zone Defined** - The Studio Zone shall be the area within a circle thirty (30) miles in radius from Beverly Blvd. and La Cienega Blvd., Los Angeles, California and includes Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fair Grounds). The Metro-Goldwyn-Mayer, Inc. Conejo Ranch property shall be considered as within the Studio Zone.

**Secondary Studio Zone Defined** - The Secondary Studio Zone extends ten (10) miles from the perimeter of the Studio Zone and includes John Wayne Airport and the City of Huntington Beach in its entirety.

This map is available at [www.csatf.org/zonemap.pdf](http://www.csatf.org/zonemap.pdf).

**EXHIBIT "Z"**

As of August 1, 1990

John L. Coffey  
Business Representative  
Script Supervisors, Local #871  
7061-B Hayvenhurst Avenue  
Van Nuys, California 91406

Dear Jack:

This will confirm that the subject of calculating preparation pay was raised during our discussions leading to the 1990 Producer-Script Supervisors, Local #871 Agreement. That matter has been resolved by the parties as reflected in the "Preparation Pay" computations set forth in Paragraph 1.1 of this Agreement.

Sincerely,

J. Nicholas Counter III

JNC:skj

ACCEPTED AND AGREED:

---

John L. Coffey

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • [www.amptp.org](http://www.amptp.org)

Carol A. Lombardini  
President

Direct: 818.935.5930

As of August 1, 2015  
Renewed as of August 1, 2018

Matthew D. Loeb  
International President  
International Alliance of Theatrical Stage Employees and  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States, its Territories and Canada  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York 10001

**Re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour  
Episodic Television Series (Other than Pilots or Series Made for Basic Cable)**

Dear Matt:

This will memorialize the agreement reached in the 2015 negotiations, and renewed in the 2018 negotiations, to apply the special conditions set forth herein to pre-production and production of the following dramatic television motion pictures (other than a pilot or series made for basic cable), which are committed to be produced in Los Angeles:

- (1) One-half hour and one-hour pilots; and
- (2) One-hour episodic television series, the production of which commences on or after August 1, 1993.

The special conditions applicable to such programs are:

- a. Wages – For pilots and the first two (2) production seasons of any series, the wage rates set forth in the Local Agreements for the period immediately preceding the period in question shall apply (e.g., during the period July 29, 2018 to August 3, 2019, the wage rates for the period July 30, 2017 to July 28, 2018 shall apply); thereafter, the wage rates in the Local Agreements shall apply.
- b. Vacation - No vacation pay shall be payable for a pilot and the first year of any series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in the Local Agreements; thereafter, the vacation provisions in the Local Agreements shall apply.

Matthew D. Loeb

As of August 1, 2015; Renewed as of August 1, 2018

Page 2

- c. Holidays Not Worked - No unworked holiday pay shall be payable for a pilot and the first year of any series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in the Local Agreements; thereafter, the unworked holiday provisions in the Local Agreements shall apply.
- d. Holidays Worked - Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.
- e. Overtime - Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in a Local Agreement; golden hours, when applicable, shall be paid for each hour worked after twelve (12) work hours.
- f. Transportation Allowance - With respect to employees reporting to a "studio zone location," as described in the Basic Agreement and Local Agreements, Producer shall not be required to pay a transportation allowance to any employee who travels to any location in Los Angeles County within a ten (10) mile radius from a point to be determined by the Producer. Producer shall give prior notice to the IATSE of the point so designated. Such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a transportation allowance will be paid pursuant to the Basic Agreement and/or Local Agreements. Secured parking will be provided at such locations in accordance with the Basic Agreement and Local Agreements.
- g. Interchange - Producer shall select employees with the applicable primary skill and "on production" IATSE personnel will be interchangeable in performing bargaining unit work within the IATSE crafts based upon the Videotape Agreement concept.

Matthew D. Loeb  
As of August 1, 2015; Renewed as of August 1, 2018  
Page 3

If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely,

Carol A. Lombardini

CAL:bel

**ACCEPTED AND AGREED:**

---

Matthew D. Loeb  
International President

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • [www.amptp.org](http://www.amptp.org)

Carol A. Lombardini  
President

Direct: 818.935.5930

As of August 1, 2018

Matthew D. Loeb  
International President  
International Alliance of Theatrical Stage Employees and  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States, its Territories and Canada  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York 10001

**Re: Special Conditions for Long-Form Television Motion Pictures (Including  
Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No  
Commitment for a Series Exists at the Time of the Pilot Order)**

Dear Matt:

This will confirm the agreement reached by the ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, on behalf of the Producers listed in the 2018 Producer-I.A.T.S.E. Basic Agreement (hereinafter referred to individually as "the Producer") and INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO ("IATSE").

WHEREAS the Producer is a signatory party to the Producer-I.A.T.S.E. Basic Agreement of 2018 and the West Coast Studio Local Agreements; and

WHEREAS special conditions exist regarding productions of made-for-television long-form programs, and of long-form motion pictures made for the videocassette/DVD market which are budgeted at \$9,000,000 or less, as further described below, concerning whether such programs or motion pictures will be produced by the Producer; and

WHEREAS special conditions exist in order to preserve and maintain employment for IATSE members;

THEREFORE, it is agreed as follows:

1. This sideletter and its special conditions shall apply to those made-for-television long-form projects (movies-of-the-week, mini-series and two (2) hour pilots,

provided that no commitment for a series is attached to the pilot order\*), as well as to long-form motion pictures made for the videocassette/DVD market which are budgeted at \$9,000,000 or less, which are produced by the Producer in Los Angeles during the term of the 2018 IATSE Basic Agreement. Additionally, for made-for-home video productions budgeted at no more than \$12,000,000, Producer may elect to use the terms of the Low Budget Theatrical Agreement as provided in the Sideletter re Made-For-Home Video Productions.

2. All of the terms and conditions of the IATSE Basic Agreement of 2018 and the West Coast Studio Local Agreements shall apply, except as provided in the special conditions in this sideletter.
3. These special conditions shall not apply to any post-production work on the productions covered hereunder, and all post-production and lab work shall be performed in accordance with the IATSE Basic Agreement of 2018 and the West Coast Studio Local Agreements.
4. The roster provisions of the IATSE Basic Agreement and the West Coast Local Agreements are fully applicable; however, prospective employees are free to accept or refuse a call to work on any production covered hereunder and any refusal to accept a call will not count as a refusal under the roster provisions of Paragraph 68 of the applicable Local Agreements.
5. The special conditions applicable to the productions covered hereunder are:
  - (i) (A) Notwithstanding any wage rate changes made in the future in the Basic Agreement and the West Coast Local Agreements, wages are as listed on the attached "Made for Television Long-Form Agreement Rate Schedules."
  - (B) It is the good faith intention of Producer that an employee (other than an employee engaged as Local #44 "Construction Labor" or Local #729 "Set Painter") who works in a pay classification for which a weekly wage rate has not been specified in the applicable Local Agreement (*e.g.*, Production Painter in Local #729, Grip in

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\* If there is a firm commitment for a series at the time the two (2) hour pilot is ordered, the Sideletter entitled "Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (other than Pilots or Series Made for Basic Cable)" shall apply.

Local #80, and Lamp Operator and Lighting Technician in Local #728) and who is employed and paid at the weekly wage rate is being engaged to perform the required work within the classification for all the time that particular work is needed on the project (*e.g.*, Producer expects at the time of hiring to utilize a grip for all three (3) weeks on which grip work is needed during a four (4) week shoot). Otherwise, the applicable hourly or daily rate shall be paid for these classifications. This shall not be construed to be a run-of-the-show guarantee.

However, an employee in the "Construction Labor" and "Set Painter" craft and classifications on pre-production, for which the Local Agreement does not provide for a weekly salary, shall be hired only as a daily employee.

Any allegation of improper application of the above shall be promptly reviewed by representatives of the affected Local(s), the IATSE International Office and the Labor Relations Department of Producer before filing any grievances on the matter.

(ii) Staffing will be fully interchangeable with the following crew:

- |  |   |
|--|---|
| - Art Director (1)                     | - Sound (¶106 of the Local #695<br>Agreement is applicable) |
| - Camera (4)                           | - Greensperson  |
| - Set Construction as needed           | - Electrical Operations (4)                                 |
| - Grip Operations (4)                  | - Special Effects as needed                                 |
| - Craft Services (1)                   | - Set Dressing (3)  |
| - Production Painter as needed         | - Props (2)   |
| - First Aid as needed                  | - Wardrobe (2)  |
| - Make-up and Hair Stylist<br>(1 each) | - Script Supervisor (1)                                     |
|  | - Set Designer as needed                                    |

(iii) Overtime will be paid at the rate of time and one-half after eight (8) hours worked, except that daily overtime for Script Supervisors shall be paid as provided in the Local #871 Agreement (*i.e.*, time and one-half after six (6) hours); double time, when applicable, to be paid after fourteen (14) elapsed hours. Overtime pay for weekly employees shall be based on one-fortieth (1/40) of the weekly rate.

- (iv) Meal periods - The time for breaking for the meal period may be extended by up to one-half hour beyond the time specified in the Local Agreements without penalty at the request of the Director. Notice for such a delayed break must be given no later than one (1) hour before the meal period and the extension may not be scheduled.
  - (v) Producer will not be required to pay the percentage of salaries for the specified contractual holidays; however, any employee working on such holiday will be paid double time. Weekly employees will be paid for any holiday not worked during their period of employment.
  - (vi) Producer will not be required to pay the percentage of salaries as vacation pay.
  - (vii) Producer will not be required to pay any transportation allowance, such as specified in Paragraphs 21(c) and 22(b)(2) of the West Coast Studio Local Agreements.
  - (viii) An employee hired as a weekly employee shall be paid a full week's pay. Producer will not prorate the weekly rate for the purpose of paying the employee on a daily rate or fractional weekly basis, unless the employee elects not to perform the full week's work (*e.g.*, the employee, hired for a week, works three days and quits).
6. Prior to actual employment, Producer shall inform and provide written information to each employee to be hired of the special conditions applicable to the production.
  7. Producer will provide to the appropriate West Coast Studio Locals the name of the project and, upon request, the names and classifications of the employees who will be employed under the special conditions of this Sideletter.
  8. The following additional special terms and conditions shall apply only to two (2) hour pilots for which there is no series commitment at the time the pilot is ordered and which are produced under the terms of this Sideletter.

Matthew D. Loeb  
Long-Form Television Sideletter  
As of August 1, 2018  
Page 5

- (i) Producer agrees to produce all future episodes resulting from the two (2) hour production under the episodic television provisions of the IATSE Basic Agreement in Los Angeles County or immediate areas, provided that when the series is required to be produced outside Los Angeles County or immediate areas due to creative reasons only, employment of a majority of the crew from Los Angeles County (or if the episodes are made in one of the "IATSE production cities") will satisfy this condition.
  - (ii) When the series is based in Los Angeles County, the Producer may do location work outside of Los Angeles County on isolated episodes and employ portions of the crew from Los Angeles County without the number constituting a majority of the crew from Los Angeles County.
  - (iii) If principal photography of the first episode commences within seventy (70) days of completion of principal photography of the two (2) hour long-form television production, the Producer shall retroactively pay to the IATSE-represented employees who worked on the two-hour television production the wages set forth in the episodic television provisions of the Basic Agreement.
  - (iv) The AMPTP and the IATSE shall appoint a joint committee to review and monitor any issues relating to the above.
9. The following additional special terms and conditions shall apply only to long-form motion pictures made for the videocassette/DVD market which are budgeted at \$9,000,000 or less and which the Producer has elected to cover under the terms of this Sideletter, rather than under the terms of the Low Budget Theatrical Agreement:
- (i) The IATSE shall have the right to audit any such production to ensure that its budget falls within the aforementioned limitation. If the budget cap is exceeded, the wages, terms and conditions of the Basic Agreement shall apply.
  - (ii) "Behind-the-scenes" shots, when done by the signatory company for such productions, shall also be covered under the terms of this sideletter.

Matthew D. Loeb  
Long-Form Television Sideletter  
As of August 1, 2018  
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The IATSE agrees to meet and negotiate on a production-by-production basis with respect to new one-hour episodic television series for which the pattern budget does not exceed \$1,300,000 in direct costs of production per episode. This approach will allow the parties to tailor the agreement to the specific needs of the production and, thus, is more likely to achieve the goal of encouraging low budget one-hour series production to be done in Los Angeles.

Sincerely,

Carol A. Lombardini

**ACCEPTED AND AGREED:**

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Matthew D. Loeb  
International President

**MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE  
EFFECTIVE JULY 29, 2018 THROUGH AUGUST 3, 2019**

<b>Long-Form Rates 7/29/18 - 8/3/19</b>		<b>Weekly*</b>	<b>Hourly</b>	<b>Daily*</b>	<b>Hourly</b>
1801	Art Director - on call	\$2,950.48			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,888.80	\$47.22	\$436.72	\$54.59
1804	First Assistant Camera	1,727.60	43.19	399.36	49.92
1805	Second Assistant Camera	1,566.00	39.15	362.00	45.25
1806	Still Photographer	1,672.00	41.80	386.72	48.34
1847	Film Loader	1,359.60	33.99	314.00	39.25
1807	Construction Coordinator - on call	2,529.79			
1808	Construction Labor			289.04	36.13
1809	Construction Foreman	1,351.60	33.79	312.08	39.01
1810	Key Grip	1,518.00	37.95	350.72	43.84
1811	Best Boy - Grip	1,379.60	34.49	293.60	36.70
1812	Company Grip	1,349.60	33.74	289.04	36.13
1813	Dolly Grip	1,379.60	34.49	293.60	36.70
1814	Crafts Service - on call	1,781.89			
1815	Crafts Service	1,164.40	29.11	268.48	33.56
1816	Production Painter	1,518.00	37.95	350.72	43.84
1817	Set Painter			289.04	36.13
1849	Sign Writer			395.60	49.45
1818	Chief Lighting Technician	1,518.00	37.95	350.72	43.84
1819	Assistant Chief Lighting Technician	1,379.60	34.49	293.60	36.70
1821	Electrical Lighting Technician	1,349.60	33.74	289.04	36.13
1822	Chief Rigging Technician	1,379.60	34.49	293.60	36.70
1823	Special Effects	1,518.00	37.95	350.72	43.84
1824	Assistant Special Effects			289.04	36.13
1825	Set Decorator - on call	2,529.79			
1826	Lead Person	1,349.60	33.74	289.04	36.13
1827	Swing Gang			269.92	33.74
1828	Prop Master	1,518.00	37.95	350.72	43.84
1829	Assistant Prop Master	1,272.40	31.81	293.60	36.70
1830	Costume Designer - on call	2,342.93			
1831	Assistant Costume Designer - on call	1,922.12			
1832	Key Costumer	1,260.80	31.52	290.96	36.37
1833	Costumer	1,153.20	28.83	266.00	33.25
1865	Costume Manufacturer	1,153.20	28.83	266.00	33.25
1834	Make-Up Department Head	1,598.40	39.96	369.52	46.19
1835	Assistant Make-Up Department Head	1,405.20	35.13	324.48	40.56
1836	Hair Stylist Department Head	1,405.20	35.13	324.48	40.56
1837	Hair Stylist	1,253.60	31.34	289.04	36.13

<b>Long-Form Rates 7/29/18 - 8/3/19</b>		<b>Weekly*</b>	<b>Hourly</b>	<b>Daily*</b>	<b>Hourly</b>
1838	Sound Mixer	\$1,944.00	\$48.60	\$449.92	\$56.24
1839	Boom Operator	1,727.60	43.19	399.36	49.92
1840	Welfare Worker/Teacher	1,552.40	38.81	358.88	44.86
1841	First Aid	1,253.60	31.34	289.04	36.13
1842	Other Technical Person	1,566.00	39.15	362.00	45.25
1843	Other Stagecraft Person	1,253.60	31.34	289.04	36.13
1844	Script Supervisor#	1,285.20	32.13	333.63	37.07
1850	Teleprompter Operator	1,369.60	34.24	291.76	36.47
1845	Set Designer	1,614.00	40.35	372.88	46.61
1846	Scenic Artist	1,678.80	41.97	388.08	48.51
1899	All Other Classifications	Subject to negotiation		Subject to negotiation	

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the parties will meet to determine the appropriate rate.

\*Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

# Script Supervisor Preparation Pay:

60 Minute Program - \$ 979.97

90 Minute Program - \$1,959.93

120 Minute Program - \$3,135.89

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.

**MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE  
EFFECTIVE AUGUST 4, 2019 THROUGH AUGUST 1, 2020**

<b>Long-Form Rates 8/4/19 - 8/1/20</b>		<b>Weekly*</b>	<b>Hourly</b>	<b>Daily*</b>	<b>Hourly</b>
1801	Art Director - on call	\$3,038.99			
1802	Director of Photography	As negotiated under Local Agreement		As negotiated under Local Agreement	
1803	Camera Operator	1,945.60	\$48.64	\$449.84	\$56.23
1804	First Assistant Camera	1,779.60	44.49	411.36	51.42
1805	Second Assistant Camera	1,612.80	40.32	372.88	46.61
1806	Still Photographer	1,722.00	43.05	398.32	49.79
1847	Film Loader	1,400.40	35.01	323.44	40.43
1807	Construction Coordinator - on call	2,605.68			
1808	Construction Labor			297.68	37.21
1809	Construction Foreman	1,392.00	34.80	321.44	40.18
1810	Key Grip	1,563.60	39.09	361.28	45.16
1811	Best Boy - Grip	1,420.80	35.52	302.40	37.80
1812	Company Grip	1,390.00	34.75	297.68	37.21
1813	Dolly Grip	1,420.80	35.52	302.40	37.80
1814	Crafts Service - on call	1,835.35			
1815	Crafts Service	1,199.20	29.98	276.56	34.57
1816	Production Painter	1,563.60	39.09	361.28	45.16
1817	Set Painter			297.68	37.21
1849	Sign Writer			407.44	50.93
1818	Chief Lighting Technician	1,593.60	39.09	361.28	45.16
1819	Assistant Chief Lighting Technician	1,420.80	35.52	302.40	37.80
1821	Electrical Lighting Technician	1,390.00	34.75	297.68	37.21
1822	Chief Rigging Technician	1,420.80	35.52	302.40	37.80
1823	Special Effects	1,563.60	39.09	361.28	45.16
1824	Assistant Special Effects			297.68	37.21
1825	Set Decorator - on call	2,605.68			
1826	Lead Person	1,390.00	34.75	297.68	37.21
1827	Swing Gang			278.00	34.75
1828	Prop Master	1,563.60	39.09	361.28	45.16
1829	Assistant Prop Master	1,310.40	32.76	302.40	37.80
1830	Costume Designer - on call	2,413.22			
1831	Assistant Costume Designer - on call	1,979.78			
1832	Key Costumer	1,298.80	32.47	299.68	37.46
1833	Costumer	1,187.60	29.69	274.00	34.25
1865	Costume Manufacturer	1,187.60	29.69	274.00	34.25
1834	Make-Up Department Head	1,646.40	41.16	380.64	47.58
1835	Assistant Make-Up Department Head	1,447.20	36.18	334.24	41.78
1836	Hair Stylist Department Head	1,447.20	36.18	334.24	41.78
1837	Hair Stylist	1,291.20	32.28	297.68	37.21

<b>Long-Form Rates 8/4/19 - 8/1/20</b>	<b>Weekly*</b>	<b>Hourly</b>	<b>Daily*</b>	<b>Hourly</b>
1838 Sound Mixer	\$2,002.40	\$50.06	\$463.44	\$57.93
1839 Boom Operator	1,779.60	44.49	411.36	51.42
1840 Welfare Worker/Teacher	1,598.80	39.97	369.68	46.21
1841 First Aid	1,291.20	32.28	297.68	37.21
1842 Other Technical Person	1,612.80	40.32	372.88	46.61
1843 Other Stagecraft Person	1,291.20	32.28	297.68	37.21
1844 Script Supervisor#	1,323.60	33.09	343.62	38.18
1850 Teleprompter Operator	1,410.80	35.27	300.48	37.56
1845 Set Designer	1,662.40	41.56	384.08	48.01
1846 Scenic Artist	1,729.20	43.23	399.76	49.97
1899 All Other Classifications	Subject to negotiation		Subject to negotiation	

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the parties will meet to determine the appropriate rate.

\*Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

# Script Supervisor Preparation Pay:

60 Minute Program - \$1,009.25

90 Minute Program - \$2,018.49

120 Minute Program - \$3,229.58

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.

**MADE FOR TELEVISION LONG-FORM AGREEMENT RATE SCHEDULE  
EFFECTIVE AUGUST 2, 2020 THROUGH JULY 31, 2021**

<b>Long-Form Rates 8/2/20 - 7/31/21</b>		<b>Weekly*</b>	<b>Hourly</b>	<b>Daily*</b>	<b>Hourly</b>
1801	Art Director - on call	\$3,130.16			
1802	Director of Photography		As negotiated under Local Agreement		As negotiated under Local Agreement
1803	Camera Operator	2,004.00	\$50.10	\$463.36	\$57.92
1804	First Assistant Camera	1,832.80	45.82	423.68	52.96
1805	Second Assistant Camera	1,661.20	41.53	384.08	48.01
1806	Still Photographer	1,773.60	44.34	410.24	51.28
1847	Film Loader	1,442.40	36.06	333.12	41.64
1807	Construction Coordinator - on call	2,683.85			
1808	Construction Labor			306.64	38.33
1809	Construction Foreman	1,433.60	35.84	331.12	41.39
1810	Key Grip	1,610.40	40.26	372.08	46.51
1811	Best Boy - Grip	1,463.60	36.59	311.44	38.93
1812	Company Grip	1,431.60	35.79	306.64	38.33
1813	Dolly Grip	1,463.60	36.59	311.44	38.93
1814	Crafts Service - on call	1,890.41			
1815	Crafts Service	1,235.20	30.88	284.88	35.61
1816	Production Painter	1,610.40	40.26	372.08	46.51
1817	Set Painter			306.64	38.33
1849	Sign Writer			419.68	52.46
1818	Chief Lighting Technician	1,610.40	40.26	372.08	46.51
1819	Assistant Chief Lighting Technician	1,463.60	36.59	311.44	38.93
1821	Electrical Lighting Technician	1,431.60	35.79	306.64	38.33
1822	Chief Rigging Technician	1,463.60	36.59	311.44	38.93
1823	Special Effects	1,610.40	40.26	372.08	46.51
1824	Assistant Special Effects			306.64	38.33
1825	Set Decorator - on call	2,683.85			
1826	Lead Person	1,431.60	35.79	306.64	38.33
1827	Swing Gang			286.32	35.79
1828	Prop Master	1,610.40	40.26	372.08	46.51
1829	Assistant Prop Master	1,349.60	33.74	311.44	38.93
1830	Costume Designer - on call	2,485.62			
1831	Assistant Costume Designer - on call	2,039.17			
1832	Key Costumer	1,337.60	33.44	308.64	38.58
1833	Costumer	1,223.20	30.58	282.24	35.28
1865	Costume Manufacturer	1,223.20	30.58	282.24	35.28
1834	Make-Up Department Head	1,695.60	42.39	392.08	49.01
1835	Assistant Make-Up Department Head	1,490.80	37.27	344.24	43.03
1836	Hair Stylist Department Head	1,490.80	37.27	344.24	43.03
1837	Hair Stylist	1,330.00	33.25	306.64	38.33

<b>Long-Form Rates 8/2/20 - 7/31/21</b>		<b>Weekly*</b>	<b>Hourly</b>	<b>Daily*</b>	<b>Hourly</b>
1838	Sound Mixer	\$2,062.40	\$51.56	\$477.36	\$59.67
1839	Boom Operator	1,832.80	45.82	423.68	52.96
1840	Welfare Worker/Teacher	1,646.80	41.17	380.80	47.60
1841	First Aid	1,330.00	33.25	306.64	38.33
1842	Other Technical Person	1,661.20	41.53	384.08	48.01
1843	Other Stagecraft Person	1,330.00	33.25	306.64	38.33
1844	Script Supervisor#	1,363.20	34.08	353.97	39.33
1850	Teleprompter Operator	1,453.20	36.33	309.52	38.69
1845	Set Designer	1,712.40	42.81	395.60	49.45
1846	Scenic Artist	1,781.20	44.53	411.76	51.47
1899	All Other Classifications	Subject to negotiation		Subject to negotiation	

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the parties will meet to determine the appropriate rate.

\*Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

# Script Supervisor Preparation Pay:

60 Minute Program - \$1,039.44

90 Minute Program - \$2,078.88

120 Minute Program - \$3,326.21

Script Supervisors hired on a daily basis shall receive time-and-one-half after six (6) hours.

**ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS**

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403  
Tel: 818.995.3600 • Fax: 818.285.4450 • [www.amptp.org](http://www.amptp.org)

Carol A. Lombardini  
President

Direct: 818.935.5930

As of August 1, 2012

Matthew D. Loeb  
International President  
International Alliance of Theatrical Stage Employees and  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States, its Territories and Canada  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York 10001

**Re: Made-For-Home Video Productions**

Dear Matt:

This will memorialize the agreement reached in the 2012 negotiations that a Producer may elect, on a production-by-production basis, to use the terms of either the Long-Form Television Sideletter or the Theatrical Low Budget Agreement for employees employed under the Basic Agreement on made-for-home video productions; provided, however, a Producer electing the Theatrical Low Budget Agreement: (1) shall not be entitled to use the Ultra Low Budget provisions thereof, and, instead, Tier One shall apply to all made-for-home video productions budgeted at \$5 million or under and (2) shall pay the applicable Production Cities rates to employees represented by Locals 600, 700 and 800, even if those employees are employed outside the Production Cities.

Sincerely,

Carol A. Lombardini

**ACCEPTED AND AGREED:**

Matthew D. Loeb  
International President

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • [www.amptp.org](http://www.amptp.org)

Carol A. Lombardini  
President

Direct: 818.935.5930

As of August 1, 2015

Matthew D. Loeb  
International President  
International Alliance of Theatrical Stage Employees and  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States, its Territories and Canada  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York 10001

**Re: Productions Made for Basic Cable**

Dear Matt:

The following terms and conditions shall apply to productions made for basic cable:

Employees working on the pilot or first season of any series produced for basic cable shall be subject to the terms and conditions of the Sideletter re Special Conditions for Long-Form Television Motion Pictures. Employees working on the second and subsequent seasons of any such series shall be subject to the terms and conditions of the Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series to the Agreement (except that the reference in subparagraph a. of that Sideletter to "the first two (2) production seasons" shall be changed to "the second and third production seasons" and the references in subparagraphs b. and c. of that Sideletter to "the first year" and "the second year" shall be changed to "the second year" and "the third year," respectively).

Sincerely,

Carol A. Lombardini

**ACCEPTED AND AGREED:**

Matthew D. Loeb  
International President

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

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Carol A. Lombardini  
President

Direct: 818.935.5930

As of August 1, 2015;  
Renewed as of August 1, 2018

Matthew D. Loeb  
International President  
International Alliance of Theatrical Stage Employees and  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States, its Territories and Canada  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York 10001

**Re: Sideletter to the 2018 Producer–IATSE Basic Agreement re Productions  
Made for New Media**

Dear Matt:

During the 2015 negotiations, the parties agreed to reprint the Sideletter to the 2015 Producer–IATSE Basic Agreement re Productions Made for New Media in the West Coast Studio Local Agreements for convenience only. By so doing, the parties did not intend to change the meaning or effect of or alter the interpretation of the Sideletter.

As a renewal of this understanding, the Sideletter to the 2018 Producer–IATSE Basic Agreement re Productions Made for New Media is reprinted in this Agreement as Exhibit 1 hereto.

Sincerely,

Carol A. Lombardini

**ACCEPTED AND AGREED:**

Matthew D. Loeb  
International President

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

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Carol A. Lombardini  
President

Direct: 818.935.5930

Revised as of August 1, 2018

Matthew D. Loeb  
International President  
International Alliance of Theatrical Stage Employees and  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States, its Territories and Canada  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York 10001

**Re: Productions Made for New Media**

Dear Matt:

This Sideletter to the Producer – IATSE Basic Agreement of 2018<sup>1</sup> confirms the understanding of the International Alliance of Theatrical Stage Employees (hereinafter “the IATSE”), on behalf of itself and its West Coast Studio Local Unions, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers it represented in the negotiations for a successor agreement to the 2015 Producer – IATSE Basic Agreement (hereinafter collectively “the parties”), concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the Producer – IATSE Basic Agreement (hereinafter “the Basic Agreement”)<sup>2</sup> that are made for the Internet, mobile devices, or any other new media platform in existence as of August 1, 2009 (hereinafter

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<sup>1</sup> For convenience only, and without intending to change the meaning or effect of or alter the interpretation of this Sideletter to the Basic Agreement, the parties agree to reprint this Sideletter in the West Coast Studio Local Agreements.

<sup>2</sup> Such entertainment motion pictures do not include non-dramatic programs and non-prime time dramatic programs which are instead covered under the Producer – I.A.T.S.E. Videotape Electronics Supplemental Basic Agreement (hereinafter “the Videotape Agreement”).

**EXHIBIT 1**

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Page 2

collectively referred to as “New Media”).<sup>3</sup> With respect to such productions intended for initial use in new media, the parties agree as follows:

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.

#### **A. Recognition**

The Producer recognizes the IATSE as the exclusive bargaining representative of employees employed in the job classifications covered by the West Coast Studio Local Agreements (hereinafter “the West Coast Studio Local Agreements”) within the geographic scope of the applicable West Coast Studio Local Agreement on entertainment motion pictures of the type traditionally covered under the Basic Agreement, other than those covered under the Videotape Agreement, which are intended for initial exhibition in New Media, but excluding news, sports, documentaries and “Experimental New Media Productions,” as that term is defined below.

#### **B. Coverage**

Coverage shall be at the Producer’s option with respect to “Experimental New Media Productions.” Should the Producer elect to cover an Experimental New Media Production, the terms and conditions applicable to employment on Original New Media Productions, as set forth in Paragraph D. below, shall apply.

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<sup>3</sup> This Sideletter applies to the production of certain types of programs intended primarily for use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

An “Experimental New Media Production” is defined as any Original New Media Production: (1) for which the actual cost of production does not exceed: (a) \$15,000 per minute of program material as exhibited, and (b) \$300,000 per single production as exhibited, and (c) \$500,000 per series of programs produced for a single order; and (2) on which fewer than four (4) employees as hereinafter described are working in job classifications covered by, and within the geographic scope of, an industry-wide agreement between Employers and the IATSE, or a Local thereof, which agreement covers television productions as well as productions made for new media. With respect to any employee working within the geographic scope of the Basic or Videotape Agreement, such employees shall include any person listed on the Industry Experience Roster established by the Basic Agreement, or in the case of employees working in classifications with no Roster, any person who has thirty (30) or more days of work experience within the last three (3) years, either alone or in combination, under the West Coast Studio Local Agreement covering that classification, the Videotape Agreement, or on New Media productions covered under this Sideletter or the corresponding Sideletter in the Videotape Agreement.<sup>4</sup> With respect to any employee working in the respective classifications and geographic scope of any other industry-wide Agreement described in the first sentence of this paragraph, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such Agreement and/or on New Media productions covered under any such Agreement.<sup>5</sup> Notwithstanding the preceding two sentences, in determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; script coordinators and writers’ room assistants; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping, regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

The actual cost of the Experimental New Media Production shall consist of all direct costs actually incurred in connection with the Production. The only costs excluded in determining the actual cost of production shall be development costs, overhead charges, financing costs (*i.e.*, loan origination fees, gap fees, legal fees

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<sup>4,5</sup> The Producer shall be entitled to rely on the representation of the employee as to whether he or she meets the “thirty (30) or more days of work experience within the last three (3) years” requirement.

and interest), contingency of up to ten percent (10%), essential elements insurance costs, the cost of the completion bond, marketing expenses, contingent payments to talent or other parties which are based on the proceeds derived from the exploitation of the Production and received after recoupment of the negative cost, and delivery items required by sales agents, distributors or sub-distributors (*i.e.*, delivery materials beyond the answer print, NTSC Video Master if the Production is delivered on videotape, or the digital equivalent if the Production is delivered in a digital format).

If the Producer began production of an “Experimental New Media Production” which the Producer elected not to cover under the terms of this Sideletter, but subsequently employs four (4) or more employees on the production in job classifications covered by, and within the geographic scope of, an industry-wide collective bargaining agreement which meets the description in the first sentence of the second paragraph of this Paragraph B., and such employees meet the description in either the second or third sentence of the second paragraph of this Paragraph B., and are not excluded pursuant to the fourth sentence of said paragraph, then said production shall automatically be deemed covered hereunder, starting from the first day on which at least four (4) or more such employees are so employed on the production and continuing until the production is finished.

Producer shall use reasonable efforts to notify the IATSE that it intends to cover an “Experimental New Media Production” by the start of principal photography.

**C. Terms and Conditions of Employment on Derivative New Media Productions (Other than a Derivative High Budget New Media Production Made Primarily for Exhibition on a Subscription Video-On-Demand Consumer Pay Platform (“High Budget SVOD Program”))**

A “Derivative New Media Production” is a production made for New Media based on an existing television motion picture covered by the Basic Agreement, other than a non-dramatic or non-prime time dramatic program covered under the Videotape Agreement, that was produced for “traditional” media – *e.g.*, a free television, basic cable or pay television motion picture (“the source production”) – and is otherwise included among the types of motion pictures traditionally covered by the Basic Agreement, but is not a non-dramatic program or non-prime time dramatic program covered under the Videotape Agreement.

Employees may be employed by a Producer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The

work for the Derivative Production shall be considered part of the workday for the employees on the source production and shall trigger overtime if work on the Derivative Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production.

All other terms and conditions, including benefits, shall continue as if the employee were continuing to work on the source production.

In all other situations, terms and conditions of employment for a Derivative New Media Production (other than a derivative High Budget SVOD Program, the terms and conditions of employment for which are provided in Paragraph G.) are freely negotiable between the employee and the Producer, except for those provisions identified in Paragraph E. below which shall be automatically applicable to employees.

**D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original “High Budget SVOD Program”)**

- (1) Terms and conditions of employment on Original New Media Productions (other than a “Mid-Budget SVOD Program” as defined in Paragraph D.(2) below and other than an Original “High Budget SVOD Program” as defined in Paragraph G. below) are freely negotiable between the employee and the Producer, except for those provisions identified in Paragraph E. below which shall be automatically applicable to employees.
- (2) (a) The terms and conditions set forth in this Paragraph D.(2) shall be applicable prospectively only. They shall not apply to:
  - (i) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to August 1, 2019; or
  - (ii) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after August 1, 2019, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with

fixed and definite terms entered into by the Producer prior to August 1, 2019.

However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to August 1, 2019.

Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after August 1, 2019 and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).<sup>6</sup>

Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to IATSE-represented employees on programs or series covered by subparagraphs (i) or (ii) above.

(b) Mid-Budget SVOD Programs Defined

The terms and conditions set forth in Paragraph D.(2)(c) of this Sideletter shall be applicable only to original, live action dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter "**Mid-Budget SVOD Programs**"):

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<sup>6</sup> In the event that Producer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Producer, may inspect those portions of the license agreement that are relevant to determine whether the Producer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

<u>Length of Program as Initially Exhibited*</u>	<u>“Mid-Budget” Threshold</u>
20-35 Minutes	\$900,000 or more but less than \$1,300,000
36-65 Minutes	\$1,750,000 or more but less than \$2,500,000
66 Minutes or more	\$2,100,000 or more but less than \$3,000,000

\* Original, live action dramatic new media productions which are less than 20 minutes in length and made for initial exhibition on a subscription video-on-demand consumer pay platform are not subject to this Paragraph D.(2), and, instead, are subject to Paragraph D.(1) of this Sideletter, regardless of their budgets.

(c) Terms and Conditions

The terms and conditions applicable to a Mid-Budget SVOD Program shall be as provided in the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order) (hereinafter, the “Long-Form Sideletter”), regardless of where such Mid-Budget SVOD Program is produced, except that:

- (i) Employees employed on a Mid-Budget SVOD Program, other than post-production employees, shall be paid at the wage rates set forth in the “Made for Television Long-Form Agreement Rate Schedules” for the period two periods prior to the period in question (*e.g.*, during the period August 2, 2020 to July 31, 2021, the wage rates for the period July 29, 2018 to August 3, 2019 shall apply);
- (ii) Paragraph 3 of the Long-Form Sideletter shall not apply. Post-production employees employed on a Mid-Budget SVOD Program shall be paid at the wage rates set forth in Exhibit 1 to this Sideletter for the period two periods prior to the period in question (*e.g.*, during the period August 2,

2020 to July 31, 2021, the wage rates for the period July 29, 2018 to August 3, 2019 shall apply);

- (iii) In lieu of Paragraph 4 of the Long-Form Sideletter, Paragraph E.(3) of this Sideletter shall apply;
- (iv) In lieu of Paragraph 5.(ii) of the Long-Form Sideletter, Paragraph E.(5) of this Sideletter shall apply; and
- (v) Paragraph 5.(viii) of the Long-Form Sideletter shall not apply.

**E. Other Provisions for New Media Productions (Other than a “High Budget SVOD Program”)**

(1) Union Security

The provisions of Article II, “Union Security,” of the Basic Agreement shall apply to New Media Productions, except that the requirement to become a member in good standing of the Union shall not apply until an individual has been employed for at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this Sideletter and on motion pictures of the type traditionally covered under the Basic Agreement.

The Union acknowledges and agrees that the obligations set forth in subparagraph (c) of Article II apply only to newly-hired employees who are not members of the IATSE or the applicable Local Union hereunder.

(2) Pension, Health and Individual Account Plans

On covered New Media Productions budgeted at \$25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), Producer’s only obligation hereunder shall be to make contributions to the Active Health Fund, as required by Article XII of the Basic Agreement, and to the Retired Employees Fund, as required by Article XIV of the Basic Agreement, on behalf of each employee employed under the terms of this Sideletter.

On New Media Productions budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), or when employees are assigned by the Producer to a Derivative New Media Production as part of their regular workday on the source production, Producer shall be obligated to make pension, health and Individual Account Plan contributions in accordance with the provisions of Articles XII, XIII, XIII A. and XIV of the Basic Agreement.

(3) Preference of Employment/Industry Experience Roster

There shall be no preference of employment of any kind or nature in the employment of employees on New Media Productions hereunder. The provisions of the Basic Agreement relating to Preference of Employment shall not be applicable to New Media Productions, except to the extent provided below. An employee need not be on the Industry Experience Roster in order to be employed on a New Media Production.

Work under this Agreement on a covered New Media Production twenty (20) minutes or more in length in a job classification covered by and within the geographic scope of a West Coast Studio Local Agreement for which the same work, if performed in connection with a theatrical or television motion picture, would qualify for placement on the Local's Industry Experience Roster, shall be counted for purposes of placement on such Industry Experience Roster, subject to the eligibility requirements set forth in the applicable Local Agreement. If an individual has worked under this Agreement in more than one classification on a single covered New Media Production, the Producer of such covered New Media Production shall identify the employee's primary skill for purposes of determining the classification to which such person's workdays shall be credited for purposes of placement on the Industry Experience Roster.

Notwithstanding the foregoing, any individual on the New Media Roster as of July 31, 2018 shall be transferred to the Industry Experience Roster on August 1, 2018, provided that he has satisfied any licensing, testing and training requirements for the roster classification(s) in which he is to be placed.

Matthew D. Loeb  
Productions Made for New Media  
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(4) Grievance and Arbitration

Any dispute with regard to wages, hours of employment or working conditions concerning an employee employed by Producer under the terms of this Sideletter shall be resolved in accordance with the grievance and arbitration procedure set forth in Article XXXII of the Basic Agreement, except that references therein to "the Local Union" shall be replaced with "the IATSE" and the provisions with respect to the Step Two Conciliation Committee shall be deleted.

(5) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on productions made for New Media and that there will be full interchange of job functions among employees, so that a single employee may be required to perform the functions of multiple job classifications covered hereunder.

(6) No Strike, No Lockout

During the term of this Agreement, the Union agrees not to engage in any strike, sympathy strike or work stoppage against the Producer. The Producer agrees not to engage in any lockout of its employees employed hereunder during the term of this Agreement.

(7) Sick Leave

The provisions of Articles XLV ("California Sick Leave") and XLVI ("Waiver of New York City Earned Safe and Sick Time Act and Similar Laws") of the Basic Agreement shall apply to New Media Productions covered under this Sideletter.

(8) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions shall be applicable to employees employed on New Media Productions.

**F. Reuse of New Media Programs (Other than a “High Budget SVOD Program”)**

Only those covered New Media Productions (other than High Budget SVOD Programs) on which two (2) or more “employees employed by the Producer under the Basic Agreement,” as that term is used in Article XIX(a) and in Article XXVIII(a)(2) of the Basic Agreement,<sup>7</sup> shall generate residual payments and then only in accordance with the following:

(1) Reuse in New Media

- (a) The Producer shall have the right to use an Original New Media Production budgeted at \$25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) on any new media platform without limitation as to time, and without payment of residuals.
- (b) The Producer shall have the right to use an Original New Media Production budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) or a Derivative New Media Production without the payment of residuals under the following circumstances:
  - (i) When such New Media Production is used on any free-to-the-consumer, advertiser-supported platform; and
  - (ii) When such New Media Production is first released on a consumer pay platform (*i.e.*, download-to-rent, download-to-own or paid streaming), even if it is subsequently released on a free-to-the-consumer advertiser-supported platform.

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<sup>7</sup> It is understood and agreed that any employee employed under the terms of the corresponding “Productions Made for New Media” Sideletter in either the Local #52 Agreement or in the Local #161 Agreement shall not be considered an “employee employed by Producer under the Basic Agreement” for purposes of Paragraph F. of this Sideletter.

- (c) If an Original New Media Production budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) or a Derivative New Media Production is initially released on a free-to-the-consumer, advertiser-supported platform and is subsequently released on consumer pay platforms (*i.e.*, download-to-own, download to rent or paid streaming), then Producer shall have a twenty-six (26) consecutive week period of use on consumer pay platforms, commencing with the first day of use on consumer pay platforms, without the payment of residuals. If the Producer uses the New Media Production on consumer pay platforms beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of “Producer’s gross,” as that term is defined in Paragraph 3 of the “Sideletter re Exhibition of Motion Pictures Transmitted via New Media,” attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period.
- (d) If an Original New Media Production budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) or a Derivative New Media Production is initially released simultaneously on free-to-the-consumer, advertiser-supported platforms and to consumer pay platforms (*i.e.*, download-to-own, download-to-rent or paid streaming), then Producer shall have a twenty-six (26) consecutive week period of use on consumer pay platforms, commencing with the first day of use on consumer pay platforms, without the payment of residuals. If the Producer uses the New Media Production on consumer pay platforms beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of the “Producer’s gross,” as that term is defined in Paragraph 3 of the “Sideletter re Exhibition of Motion Pictures Transmitted via New Media,” realized from any subsequent license which includes use on consumer pay platforms, which “gross” is attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period, measured from the first day of use on consumer pay platforms under the first license.

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(2) Reuse in Traditional Media

The applicable provisions of Article XXVIII with respect to exhibition on “pay television,” as that term is defined in Article XXVIII(a)(3)(ii) of the Basic Agreement, shall apply when a covered New Media Production is exhibited on pay television. The applicable provisions of Article XXVIII with respect to exhibition on “cassettes,” as that term is defined in Article XXVIII(a)(3)(i), shall apply when a covered New Media Production is exhibited on videocassettes or DVDs.

(3) General

It is understood that the tests for triggering Post ‘60s and Supplemental Markets payments set forth in Article XIX and XXVIII of the Basic Agreement, including the understandings set forth in subparagraph (g) of those Articles, and the proration provisions in those Articles, shall also apply to residual payments due under the terms of this Sideletter. Residual payments due under this Sideletter shall be prorated in the same manner as are Supplemental Market monies under Article XXVIII of the Basic Agreement.

**G. High Budget Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform**

(1) Prospective Application

The terms and conditions set forth in this Paragraph G. shall not apply to any program or series that continues in production on or after August 1, 2018 and was grandfathered, and remains grandfathered, pursuant to Paragraph G.(1)(a) or (b) of the Sideletter re Productions Made for New Media to the 2015 Basic Agreement.

In addition, the terms and conditions set forth in this Paragraph G. shall not apply to a High Budget SVOD Program or episodes of a High Budget SVOD series, the principal photography of which commences on or after August 1, 2018 pursuant to a license agreement entered into prior to August 1, 2018.<sup>8</sup> Paragraph G. of the Sideletter re Productions Made for

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<sup>8</sup> If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the principal photography of which will commence on or after August 1, 2018, pursuant to

Matthew D. Loeb  
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New Media to the 2015 Basic Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the 2018 negotiations.

(2) High Budget SVOD Programs Defined

The terms and conditions set forth in Paragraph G. of this Sideletter shall be applicable only to original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following “high budget” criteria (hereinafter “**High Budget SVOD Programs**”):

<u>Length of Program as Initially Exhibited*</u>	<u>“High Budget” Threshold</u>
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20-35 Minutes	\$1,300,000 and above
36-65 Minutes	\$2,500,000 and above
66 Minutes or more	\$3,000,000 and above

\* Programs less than 20 minutes are not considered “high budget” for the purpose of this Sideletter, regardless of their budgets.

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a license agreement entered into prior to August 1, 2018, and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New Media to the 2018 Basic Agreement. In the event that Producer asserts that a High Budget SVOD Program is grandfathered under the provisions of the second paragraph of Paragraph G.(1) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Producer, may inspect those portions of the license agreement that are relevant to determine whether the Producer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

(3) Tier 1 and Tier 2 Defined

For purposes of Paragraph G.(4) below, Tier 1 and Tier 2 shall be defined as follows:

<b>Program Length</b>	<b>Budget Tier</b>
20-35 Minutes	Tier 1: \$2,100,000 or more
	Tier 2: \$1,300,000 or more but less than \$2,100,000
36-65 Minutes	Tier 1: \$3,800,000 or more
	Tier 2: \$2,500,000 or more but less than \$3,800,000
66-95 Minutes	Tier 1: \$4,000,000 or more
	Tier 2: \$3,000,000 or more but less than \$4,000,000
96 Minutes or more	Tier 1: \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more
	Tier 2: \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)

(4) Terms and Conditions

- (a) The terms and conditions applicable to a High Budget SVOD Program in Tier 1, as defined in subparagraph (3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, regardless of where such High Budget SVOD Program is produced, shall be as provided in the 2018 IATSE Basic Agreement and the West Coast Studio Local Agreements, for a program produced for free television, except that:
- (i) The Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series shall apply to a High Budget SVOD pilot or series that is

fewer than 66 minutes in length, as if it were a “one-hour pilot” or a “one-hour episodic television series” and regardless of where such High Budget SVOD Programs are produced.

- (ii) For High Budget SVOD Programs that are 66 minutes or more in length, the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order) to the Basic Agreement shall apply as if such High Budget SVOD Program were a “long-form television motion picture” or a “made-for-television long-form project,” regardless of where such High Budget SVOD Programs are produced. References to a “two hour pilot” in the Sideletter shall mean a High Budget SVOD pilot that is 96 minutes or more in length.
- (iii) Post-production employees employed on a one-time High Budget SVOD Program, High Budget SVOD pilot and the first and second season of a High Budget SVOD series shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (*e.g.*, during the period August 4, 2019 to August 1, 2020, the wage rates for the period July 29, 2018 to August 3, 2019 shall apply).
- (iv) Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in a Local Agreement; golden hours, when applicable, shall be paid for each hour worked after twelve (12) work hours, except that on “bus to” and distant locations, golden hours shall be paid after fourteen (14) elapsed hours.
- (v) The wage rates and working conditions applicable to theatrical motion pictures, as set forth in this Agreement and in the West Coast Studio Local Agreements, shall apply to a live action High Budget SVOD Program that is 96 minutes or more in length and budgeted at over \$30

million [*to be increased by the wage increases in each year of the Agreement*]<sup>9</sup> (other than a pilot, episode of a series or part of a mini-series) and that is intended primarily for use on a subscription consumer pay video-on-demand new media service with 20,000,000 or more subscribers in the United States and Canada.<sup>10</sup> It is understood that the only residual obligations applicable to any such Program shall be as provided in Paragraph G.(5) of this Sideletter.

The foregoing applies only to a High Budget SVOD Program that is subject to a license agreement entered into on or after January 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after January 1, 2019).

- (b) The terms and conditions applicable to High Budget SVOD Programs in Tier 2, as defined in subparagraph (3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or for High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, regardless of where such High Budget SVOD Programs are produced, shall be as set forth in the Sideletter re Productions Made for Basic Cable as if such High Budget SVOD Program were a pilot or episode of a

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<sup>9</sup> The budget threshold increases to over \$30,900,000 effective August 4, 2019 and to over \$31,827,000 effective August 2, 2020.

<sup>10</sup> The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. Employer shall provide the IATSE, upon request, with a report of the actual expenditures of the production (“Final Expenditure Report”) and such other relevant materials as the IATSE may require which show the actual cost of the production. All information received or reviewed by professionals shall be confidential and neither the IATSE nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under the Agreement.

series produced for basic cable, subject to the following modifications:

- (i) Post-production employees employed on a High Budget SVOD Program, High Budget SVOD pilot and the first season of a High Budget SVOD series shall be paid at the rates set forth in Exhibit 1 to this Sideletter; post-production employees employed on the second and third seasons of a High Budget SVOD series shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement, if applicable, for the period immediately preceding the period in question (*e.g.*, during the period August 4, 2019 to August 1, 2020, the wage rates for the period July 29, 2018 to August 3, 2019 shall apply).
  - (ii) Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in a Local Agreement; golden hours, when applicable, shall be paid for each hour worked after twelve (12) work hours, except that on “bus to” and distant locations, golden hours shall be paid after fourteen (14) elapsed hours.
  - (c) Preference of employment under the provisions of Paragraph 68 of the West Coast Studio Local Agreements shall apply on a High Budget SVOD Program to the same extent required on a free television motion picture. Days worked on a High Budget SVOD Program shall count towards placement on the Industry Experience Roster.
  - (d) Paragraph E.(6) of this Sideletter shall apply.
  - (e) The second paragraph of Paragraph C. shall apply to any High Budget SVOD Program that is a Derivative New Media Production.
- (5) Reuse

Only those covered High Budget SVOD Programs on which two (2) or more “employees employed by the Producer under the Basic Agreement,”

as that term is used in Article XIX(a) and in Article XXVIII(a)(2) of the Basic Agreement,<sup>11</sup> shall generate residual payments and then only in accordance with the following:

- (a) Except as provided in subparagraph (c) below, the Producer shall have the right to use a High Budget SVOD Program on any consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) without payment of residuals.
- (b) Except as provided in subparagraph (c) below, Producer shall have the right to use a High Budget SVOD Program on any free-to-the-consumer, advertiser-supported platform without payment of residuals.
- (c) If a High Budget SVOD Program is initially exhibited simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), then Producer shall have a twenty-six (26) consecutive week period of use on the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), commencing with the first day of use on the subscription video-on-demand consumer pay platform, without the payment of residuals.

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<sup>11</sup> It is understood and agreed that any employee employed under the terms of the corresponding “Productions Made for New Media” Sideletter in either the Local #52 Agreement or in the Local #161 Agreement shall not be considered an “employee employed under the Basic Agreement” for purposes of Paragraph G.(5) of this Sideletter.

If the Producer uses the High Budget SVOD Program on a consumer pay platform beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of the “Producer’s gross,” as that term is defined in Paragraph 3 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,” realized from any subsequent license which includes use on consumer pay platforms, which “gross” is attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period, measured from the first day of use on the subscription video-on-demand consumer pay platform under the first license.

Notwithstanding the foregoing, Producer shall have the right to exhibit a High Budget SVOD Program (including any one-time program or the first three (3) episodes of a new series) simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) for a period of seven (7) consecutive days for the purpose of promoting the High Budget SVOD Program, without triggering payment of residuals as provided in the preceding paragraph.

- (d) Paragraph F.(2) of this Sideletter regarding reuse of New Media productions in traditional media shall apply to High Budget SVOD Programs.
- (e) Paragraph F.(3) of this Sideletter regarding the tests for triggering Supplemental Markets payments and the proration provisions in XXVIII of the Basic Agreement shall apply to residual payments due under this Paragraph G.(5).
- (f) (i) The following shall apply to a High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) produced during the term of, and subject to, this Agreement that is:

- (A) 96 minutes or longer with a budget in excess of \$30 million (in excess of \$45 million for an animated High Budget SVOD Program) [*budget thresholds to be increased by the wage increases in each year of the Agreement*<sup>12</sup>];<sup>13</sup>
  - (B) intended primarily for use on a subscription consumer pay video-on-demand new media service;
  - (C) subject to a license agreement with an SVOD service with more than 1,000,000 domestic subscribers, which license agreement was entered into on or after January 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after January 1, 2019); and
  - (D) produced with employees employed by Producer under this Agreement, as defined in Article XXVIII.(c)(1)(iii) of this Agreement and as further clarified in subparagraph (g) of Article XXVIII. of this Agreement.
- (ii) If such Program is released in theaters in the United States or Canada and an admission fee is charged to view the

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<sup>12</sup> The budget threshold for such a live action High Budget SVOD Program increases to more than \$30,900,000 effective August 4, 2019 and to more than \$31,827,000 effective August 2, 2020; the budget threshold for such an animated High Budget SVOD Program increases to more than \$46,350,000 effective August 4, 2019 and to more than \$47,740,500 effective August 2, 2020.

<sup>13</sup> The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. Employer shall provide the IATSE, upon request, with a report of the actual expenditures of the production (“Final Expenditure Report”) and such other relevant materials as the IATSE may require which show the actual cost of the production. All information received or reviewed by representatives of the IATSE or retained professionals shall be confidential and neither the IATSE nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under the Agreement.

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Program,<sup>14</sup> Producer shall make a payment to the Motion Picture Industry Pension Plan<sup>15</sup> in the amount of:

- (A) five and four-tenths percent (5.4%) of the straight time scale earnings of all employees employed on the live action High Budget SVOD Program under the Basic Agreement; or
- (B) three and six-tenths percent (3.6%) of the straight time scale earnings of all employees employed on the animated High Budget SVOD Program under the Basic Agreement.

Such payment shall be due in equal installments over eight (8) consecutive calendar quarters commencing sixty (60) calendar days following the close of the calendar or fiscal quarter in which the initial domestic theatrical release occurred. Payment of the foregoing amounts covers all theatrical exhibitions of the Program in perpetuity.

It is understood that a theatrical motion picture that is exhibited on a subscription video-on-demand consumer pay new media platform is not subject to the foregoing residual; instead, the Sideletter re Exhibition of Traditional Motion Pictures Via New Media applies.

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<sup>14</sup> It is understood that when the Program is exhibited at a film festival or charitable event, no payment shall be due hereunder if (a) an admission fee is charged only for the festival or the event (but not for the Program itself) or (b) an admission fee is charged for the Program, but no monies are paid to the Employer or the Employer's licensee in consideration for the use of the Program. In addition, the IATSE shall not unreasonably deny waivers of this provision for exhibition at an educational institution or similar circumstances.

<sup>15</sup> The bargaining parties agree that this payment shall not reduce the minimum funding otherwise required for the Pension Plan (in other words, when determining whether the minimum funding requirement of the Pension Plan has been met, no reduction shall be made in the amount of Supplemental Markets monies that would otherwise be allocated to the Pension Plan by reason of amounts payable under this provision).

- (iii) This Paragraph G.(5)(f) shall expire upon termination of the 2018 IATSE Basic Agreement.
  - (6) The number of subscribers in the United States and Canada shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the number of subscribers that applies to the first episode of the season shall apply to the entire season in perpetuity.
- H.** Representatives of the IATSE shall have the right to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the definition of a Mid-Budget SVOD Program as set forth in Paragraph D.(2) above or a High Budget SVOD Program as set forth in Paragraph G. above, and, if so, whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph G.(3) above. Producer agrees to cooperate and provide requested relevant additional information about the budget that is reasonably available to it. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

**I. “Sunset” Clause**

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, except as provided in the next paragraph, the provisions of this Sideletter shall expire on the termination date of the Basic Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of productions made for New Media.

The terms and conditions herein applicable to High Budget SVOD Programs, other than the provisions of Paragraph G.(5)(f) herein, shall apply and remain in full force and effect, and without change, to High Budget SVOD Programs produced by the Producer hereunder, regardless of the terms or provisions of any agreement which is a modification, extension or renewal of, or substitution for, this Sideletter.

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The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

Sincerely,

Carol A. Lombardini

**ACCEPTED AND AGREED:**

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Matthew D. Loeb  
International President

**EXHIBIT 1**  
**LOCAL #700 RATE SCHEDULE**  
**HIGH BUDGET SVOD PROGRAMS**

1. **Local #700 (Editors) Agreements (Majors and Independents)**

<b>Effective July 29, 2018 - August 3, 2019</b>		
<b>High Budget SVOD Program Rates</b>	<b>Weekly*</b>	<b>Hourly Rate Daily*</b>
Motion Picture Editor - on call Z-1	\$2,943.35	\$52.07 (\$416.56/day)
Sound Effects Editor Z-5cc	1,775.60 (\$44.39/hr.)	44.40 ( 355.20/day)**
Foley Artist Z-11cc	1,775.60 ( 44.39/hr.)	44.40 ( 355.20/day)**
Music Film Editor Z-5ff	1,775.60 ( 44.39/hr.)	44.40 ( 355.20/day)**
Asst. Editor Z-6c	1,459.60 (36.49/hr.)	36.51 ( 292.08/day)
Apprentice Z-7	1,294.40 ( 32.36/hr.)	32.34 ( 258.72/day)

<b>Effective August 4, 2019 - August 1, 2020</b>		
<b>High Budget SVOD Program Rates</b>	<b>Weekly*</b>	<b>Hourly Rate Daily*</b>
Motion Picture Editor - on call Z-1	\$3,031.65	\$53.63 (\$429.04/day)
Sound Effects Editor Z-5cc	1,828.80 (\$45.72/hr.)	45.73 ( 365.84/day)**
Foley Artist Z-11cc	1,828.80 ( 45.72/hr.)	45.73 ( 365.84/day)**
Music Film Editor Z-5ff	1,828.80 ( 45.72/hr.)	45.73 ( 365.84/day)**
Asst. Editor Z-6c	1,503.20 ( 37.58/hr.)	37.61 ( 300.88/day)
Apprentice Z-7	1,333.20 ( 33.33/hr.)	33.31 ( 266.48/day)

<b>Effective August 2, 2020 - July 31, 2021</b>		
<b>High Budget SVOD Program Rates</b>	<b>Weekly*</b>	<b>Hourly Rate Daily*</b>
Motion Picture Editor - on call Z-1	\$3,122.60	\$55.24 (\$441.92/day)
Sound Effects Editor Z-5cc	1,883.60 (\$47.09/hr.)	47.10 (\$376.80/day)**
Foley Artist Z-11cc	1,883.60 (\$47.09/hr.)	47.10 (\$376.80/day)**
Music Film Editor Z-5ff	1,883.60 (\$47.09/hr.)	47.10 (\$376.80/day)**
Asst. Editor Z-6c	1,548.40 (\$38.71/hr.)	38.74 (\$309.92/day)
Apprentice Z-7	1,373.20 (\$34.33/hr.)	34.31 (\$274.48/day)

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the employee's rate may be individually negotiated.

\*Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

\*\* Employees may be employed on a daily basis as a Sound Effects Editor, Foley Artist or Music Film Editor under the Local #700 (Editors) Agreements (Majors and Independents) in the following circumstances: for the purpose of replacing employees who are given time off pursuant to Paragraph 7.1, for the purpose of replacing, for up to five (5) consecutive scheduled work days, employees who are absent for personal reasons (except that replacements for employees taking paid California sick leave shall be governed by Article 13), for work on screen tests or for additional work to be performed after the final dub. In the latter case, employment shall first be offered to the individual(s) who performed work during the regular post-production period in the job classification(s) in which the additional work is to be performed. If such individual(s) accepts the offer of employment, he (they) shall be paid at the rate under which he (they) was (were) formerly employed. Such employees may also be employed on a daily basis for electronic sound editing on motion pictures other than theatrical motion pictures, but such daily schedule employment shall not be used for the purpose of avoiding premium pay for the sixth or seventh day worked in an employee's workweek. In addition, Assistant Editors and Librarians may be employed on a daily basis due to temporary increases in workload (including temp dubs).

Except as provided above, employment on a daily basis shall be on an emergency basis only. The Producer shall immediately notify the Union of its intention to employ such employees on a daily basis in an emergency and state the emergency purpose for which the employee will be employed on a daily basis.

2. **Local #700 (Editors) Amendment Agreement (New York-Based Productions Within 250 Miles of Columbus Circle, New York)**

<b>Effective July 29, 2018 - August 3, 2019</b>		
<b>High Budget SVOD Program Rates</b>	<b>Weekly*</b>	<b>Hourly Rate Daily*</b>
Motion Picture Editor	\$2,655.20 (\$66.38/hr.)	\$82.98 (\$663.84/day)
Sound Effects Editor	2,429.20 ( 60.73/hr.)	75.90 ( 607.20/day)
Foley Artist	2,429.20 ( 60.73/hr.)	75.90 ( 607.20/day)
Music Film Editor	2,429.20 ( 60.73/hr.)	75.90 ( 607.20/day)
Asst. Editor	1,558.00 ( 38.95/hr.)	48.71 ( 389.68/day)
Editing Room Assistant	868.80 ( 21.72/hr.)	27.16 ( 217.28/day)

<b>Effective August 4, 2019 - August 1, 2020</b>		
<b>High Budget SVOD Program Rates</b>	<b>Weekly*</b>	<b>Hourly Rate Daily*</b>
Motion Picture Editor	\$2,734.80 (\$68.37/hr.)	\$85.47 (\$683.76/day)
Sound Effects Editor	2,502.00 ( 62.55/hr.)	78.18 ( 625.44/day)
Foley Artist	2,502.00 ( 62.55/hr.)	78.18 ( 625.44/day)
Music Film Editor	2,502.00 ( 62.55/hr.)	78.18 ( 625.44/day)
Asst. Editor	1,604.80 ( 40.12/hr.)	50.17 ( 401.36/day)
Editing Room Assistant	894.80 ( 22.37/hr.)	27.97 ( 223.76/day)

<b>Effective August 2, 2020 - July 31, 2021</b>		
<b>High Budget SVOD Program Rates</b>	<b>Weekly*</b>	<b>Hourly Rate Daily*</b>
Motion Picture Editor	\$2,816.80 (\$70.42/hr.)	\$88.03 (\$704.24/day)
Sound Effects Editor	2,577.20 ( 64.43/hr.)	80.53 ( 644.24/day)
Foley Artist	2,577.20 ( 64.43/hr.)	80.53 ( 644.24/day)
Music Film Editor	2,577.20 ( 64.43/hr.)	80.53 ( 644.24/day)
Asst. Editor	1,652.80 ( 41.32/hr.)	51.68 ( 413.44/day)
Editing Room Assistant	921.60 ( 23.04/hr.)	28.81 ( 230.48/day)

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the employee's rate may be individually negotiated.

\*Weekly rates are for 40 hours of work. Daily rates are for 8 hours of work.

### 3. Local #700 (Editors) Amendment Agreement (Third Area)

<b>Effective July 29, 2018 - August 3, 2019</b>		
<b>High Budget SVOD Program Rates</b>	<b>Weekly*</b>	<b>Hourly Rate Daily*</b>
Motion Picture Editor - on call Z-1	\$2,840.34	N/A
Sound Effects Editor Z-5cc	1,531.60 (\$38.29/hr.)	\$44.65 (\$357.20/day)
Foley Artist Z-11cc	1,531.60 ( 38.29/hr.)	44.65 ( 357.20/day)
Music Film Editor Z-5ff	1,531.60 ( 38.29/hr.)	44.65 ( 357.20/day)
Asst. Editor Z-6c	1,414.80 ( 35.37/hr.)	36.80 ( 294.40/day)
Apprentice Z-7	1,189.20 ( 29.73/hr.)	30.87 ( 246.96/day)

<b>Effective August 4, 2019 - August 1, 2020</b>		
<b>High Budget SVOD Program Rates</b>	<b>Weekly*</b>	<b>Hourly Rate Daily*</b>
Motion Picture Editor - on call Z-1	\$2,925.55	N/A
Sound Effects Editor Z-5cc	1,577.60 (\$39.44/hr.)	\$45.99 (\$367.92/day)
Foley Artist Z-11cc	1,577.60 ( 39.44/hr.)	45.99 ( 367.92/day)
Music Film Editor Z-5ff	1,577.60 ( 39.44/hr.)	45.99 ( 367.92/day)
Asst. Editor Z-6c	1,457.20 ( 36.43/hr.)	37.90 ( 303.20/day)
Apprentice Z-7	1,224.80 ( 30.62/hr.)	31.80 ( 254.40/day)

<b>Effective August 2, 2020 - July 31, 2021</b>		
<b>High Budget SVOD Program Rates</b>	<b>Weekly*</b>	<b>Hourly Rate Daily*</b>
Motion Picture Editor - on call Z-1	\$3,013.22	N/A
Sound Effects Editor Z-5cc	1,624.80 (\$40.62/hr.)	\$47.37 (\$378.96/day)
Foley Artist Z-11cc	1,624.80 ( 40.62/hr.)	47.37 ( 378.96/day)
Music Film Editor Z-5ff	1,624.80 ( 40.62/hr.)	47.37 ( 378.96/day)
Asst. Editor Z-6c	1,500.80 ( 37.52/hr.)	39.04 ( 312.32/day)
Apprentice Z-7	1,261.60 ( 31.54/hr.)	32.75 ( 262.00/day)

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the employee's rate may be individually negotiated.

\*Weekly rates are for 40 hours of work (except for "on call"). Daily rates are for 8 hours of work.

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**AMENDMENT AGREEMENT OF AUGUST 1, 2018  
BETWEEN PRODUCER AND INTERNATIONAL ALLIANCE  
OF THEATRICAL STAGE EMPLOYEES AND  
MOVING PICTURE TECHNICIANS, ARTISTS AND  
ALLIED CRAFTS OF THE UNITED STATES,  
ITS TERRITORIES AND CANADA  
AND SCRIPT SUPERVISORS/CONTINUITY,  
COORDINATORS, ACCOUNTANTS  
& ALLIED PRODUCTION SPECIALISTS GUILD, LOCAL #871  
(PRODUCTION OFFICE COORDINATOR, ASSISTANT  
PRODUCTION OFFICE COORDINATOR, ART DEPARTMENT  
COORDINATOR AGREEMENT)**

This Amendment Agreement is executed as of this 1<sup>st</sup> day of August, 2018 by and between the Alliance of Motion Picture and Television Producers (hereinafter referred to as “the AMPTP”), on behalf of the Producers it represented in the negotiation of the 2018 Producer–IATSE Basic Agreement and listed on Exhibit “A” (attached hereto at pages 105 to 108), all of which constitute a single multi-employer bargaining unit (hereinafter referred to individually as “the Producer” and collectively as “the Producers”), on the one hand, and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the “IATSE”) and Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists Guild, Local #871 (hereinafter referred to as the “Local Union”) of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians and Allied Crafts of the United States, its Territories and Canada (hereinafter collectively referred to as the “Union”), on the other hand.

This Amendment Agreement amends the Agreement of August 1, 2018 between Producer and IATSE and Local #871 (hereinafter referred to as “the 2018 Local #871 Agreement”), but the terms and conditions of the 2018 Local #871 Agreement shall not apply to employees employed under this Amendment Agreement. Only the terms expressly set forth herein shall apply to employees employed under this Amendment Agreement.

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

## **1. SCOPE OF AGREEMENT**

This Amendment Agreement shall be applicable to freelance employees employed by the Producer to perform services in Los Angeles County or hired by the Producer in Los Angeles County to perform services outside the said County, but within the limits of the United States, its territories and Canada on live action motion pictures in the job classifications of Production Office Coordinator, Assistant Production Office Coordinator and Art Department Coordinator, as those classifications are hereinafter defined. Subject to the provisions of Paragraph 17(a) of this Amendment Agreement, this Amendment Agreement shall also be applicable to freelance employees hired by the Producer in Los Angeles County to perform services outside the United States, its territories and Canada on live action motion pictures in the job classifications of Production Office Coordinator, Assistant Production Office Coordinator and Art Department Coordinator, as those classifications are hereinafter defined.

## **2. TERM OF AGREEMENT**

The term of this Agreement shall be for the three (3) year period commencing on August 1, 2018 to and including July 31, 2021.

## **3. UNION SECURITY**

(a) Each and every employee subject to this Amendment Agreement hired by the Producer to perform services in the County of Los Angeles, or hired by the Producer in the County of Los Angeles to perform services outside said County, shall be and remain a member in good standing of the Union on and after the thirtieth day following his first day of employment or the effective date of this Agreement, whichever is later. The foregoing requirements of Union membership as a condition of employment shall be subject to the obligations of the parties hereto under the law.

As defined and applied in this Article 3(a), the term “member of the Union in good standing” means a person who offers to pay (and, if the Union accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of the National Labor Relations Act.

(b) Within a reasonable time, but not to exceed three (3) days after receipt of written notice from the IATSE and/or the Local Union that any such then-employed employee is not a member as above

required, and that such employee has been so notified in writing prior to such notice to Producer, the Producer shall discharge any such employee who fails to remedy such default within said three (3) days after Producer receives such notice. The Producer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.

(c) Producer agrees to inform the Local Union, in writing, within seven (7) days (Saturdays, Sundays and holidays excluded) from the date of employment hereafter, of the name, residence address, social security number and date of employment of any employee subject to this Agreement.

(d) In case of repeal or amendment of the Labor Management Relations Act of 1947 or in case of new legislation rendering permissible any union security to the Union greater than those specified in this Article of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu thereof. In such event, and if permissible under law, the Union agrees to supply adequate, competent and qualified employees for the job requirements of the Producers in the crafts and classifications covered by this Agreement and, if the Union fails to do so, the Producer may secure such employees from any source.

#### **4. HEALTH PLAN, PENSION PLAN, INDIVIDUAL ACCOUNT PLAN**

(a) Producer agrees that the Health Plan (active and retired employees), Pension Plan and Individual Account Plan provisions of the 2018 Producer–IATSE Basic Agreement (Articles XII, XIII, XIII A., XIV and XV) shall be applicable to employees employed under this Amendment Agreement.

Contributions to the Motion Picture Industry Health Plan, the Motion Picture Industry Pension Plan and the Motion Picture Industry Retired Employees Plan on behalf of employees covered under this Amendment Agreement shall be at the rates set forth in the above-referenced provisions. For Assistant Production Office Coordinators and Art Department Coordinators employed on a television motion picture, such contributions shall be paid for each hour worked or guaranteed. For all other employees, contributions shall be based upon the provisions for employees employed under “on call” weekly schedules - *i.e.*, effective July 29, 2018:

- (1) For a partial week - twelve (12) hours per day;
- (2) For a five (5) day week - sixty (60) hours;
- (3) For a six (6) day week - seventy-two (72) hours; and
- (4) For a seven (7) day week - eighty-four (84) hours.

For the sixth day not worked on distant location, contributions shall be based on seven (7) hours. For the seventh day not worked on distant location, contributions shall be based on eight (8) hours.

The percentage contribution due to the Individual Account Plan on behalf of each employee employed under this Amendment Agreement shall be at the rate set forth in Article XIII A. of the 2018 Producer-IATSE Basic Agreement. For Assistant Production Office Coordinators and Art Department Coordinators employed on a television motion picture, such contributions shall be based on the scale regular hourly rate of pay for all hours worked or guaranteed. For all other employees, the percentage contribution shall be applied to the rate individually negotiated by the employee hereunder.

(b) Any employee who elected coverage under Producer's benefit plan(s) pursuant to Article 4(b) of the Amendment Agreement of August 1, 2001 between Producer and IATSE and MPTAAC and Local #871 thereof shall have no entitlement to contributions on his/her behalf to the Motion Picture Industry Health Plan, the Motion Picture Industry Pension Plan, the Motion Picture Industry Retired Employees Plan nor to the Motion Picture Industry Individual Account Plan nor to benefits from such Plans.

## **5. APPLICATION OF BASIC AGREEMENT**

It is understood that this Agreement is subject to the provisions of the 2018 Producer–IATSE Basic Agreement,<sup>1</sup> including the Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable), the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order), the Sideletter re Made-for-Home Video Productions and the Sideletter re Productions Made for Basic Cable, as modified herein.

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<sup>1</sup> During the 2015 negotiations, the parties agreed to incorporate the provisions of the Supplemental Digital Production Agreement, including any applicable Sideletters, in the Basic Agreement and West Coast Studio Local Agreements.

In addition, the provisions of Articles XIX, "Post '60 Theatrical Motion Pictures," and XXVIII, "Supplemental Markets," are applicable to employees employed under this Amendment Agreement; however, to effectuate the understanding that such employees do not count toward triggering the applicability of either the "Post '60 Theatrical Motion Pictures" or the "Supplemental Markets" clauses, but are counted in both the numerator and denominator when proration of Post '60 payments or Supplemental Markets payments is appropriate, subparagraph (a) of both Article XIX and Article XXVIII shall be applied so that employees employed under this Amendment Agreement shall not be considered "employees employed by Producer under this Agreement" for purposes of those subparagraphs.

## **6. SAFETY**

The Producer shall make appropriate efforts to provide a safe work environment.

## **7. BETTER CONDITIONS**

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided. Provided also, that the Producer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

## **8. CONFLICT WITH LAWS**

In the event that any of the terms or conditions of this Agreement shall be contrary to, or unenforceable by reason of, any law or governmental decision, ruling or regulation, or if performance thereof may not be enforced hereunder because of the action of any third party, such terms or conditions shall be deemed to be severed from this Agreement, and the illegality or unenforceability thereof shall not in any manner affect or impair any other terms or conditions of this Agreement.

## **9. GRIEVANCE AND ARBITRATION**

(a) In the event of any dispute between the Union or any of the employees subject to this Agreement with regard to the interpretation or application of the provisions of this Agreement, other than those provisions of the Basic Agreement which are incorporated herein by

reference, the procedure for resolution of such dispute shall be as follows:

Only the IATSE, acting on behalf of the employee(s) involved, and the Producer shall be parties to the grievance and arbitration process. Either the IATSE or the Producer shall have the right to file grievances against the other party. The grievance shall be in writing and shall set forth the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the production involved, the remedy sought and the names of the individuals aggrieved, when known.

The party which has received the grievance shall, within fifteen (15) working days after its receipt of the grievance, contact the aggrieved party to discuss the dispute and endeavor to resolve it. When the grievance is filed by the IATSE, the Labor Relations representative of the Producer involved shall attempt to resolve the dispute with the IATSE. Any resolution so reached by the Producer and the IATSE shall be final and binding upon all parties and any employees involved.

If the Labor Relations representative of Producer and the IATSE are unable to resolve the grievance, the matter shall be submitted to the International President of the IATSE and the President of the AMPTP, or their respective designees, for resolution. Any resolution so reached by the Producer and the IATSE shall be final and binding upon all parties and any employees involved. If the President of the IATSE and the President of the AMPTP are unable to resolve the grievance, the matter may be submitted to arbitration by the aggrieved party in accordance with Article XXXII(b) of the Basic Agreement (except that the IATSE, rather than the Local Union, shall serve as the party to the arbitration).

(b) Any claims for the payment of wages or severance pay not made the subject of a grievance within three hundred sixty-five (365) consecutive days after the employee is entitled to such wages or severance pay, shall be deemed to be waived. Any dispute as to the correct amount of holiday or vacation pay, not made the subject of a grievance within three hundred sixty-five (365) consecutive days after March 15 of the calendar year next following the calendar year in which such holiday or vacation pay, as the case may be, was earned, shall be deemed to be waived.

Any other claim not presented as a grievance within (1) sixty (60) calendar days after the occurrence of the subject matter of the grievance or (2) within sixty (60) calendar days after the employee or the

Union has had a reasonable opportunity to become aware of the occurrence, whichever of (1) or (2) is the later (but in any event not to exceed three hundred sixty-five (365) calendar days after the occurrence), shall be deemed to be waived. Time on distant location shall not be included in this period.

## **10. DEFINITIONS AND DUTIES**

(a) (1) A Production Office Coordinator shall be deemed to mean a person who reports to the Unit Production Manager and whose primary duties in connection with the production of a motion picture are to be involved in all activities of the production office, which necessitates a working knowledge of the various elements that contribute to the making of a motion picture.

(2) The duties of an Assistant Production Office Coordinator shall be the same as those of the Production Office Coordinator, but this category may not be utilized unless a Production Office Coordinator is employed on the production. This category does not include general office personnel, assistants to others in the office (*e.g.*, assistants to the Producer) and production assistants who may be assigned to the production office.

(3) The Art Department Coordinator is an individual who reports directly to the Production Designer or Art Director and who either: (i) creatively assists the Production Designer or Art Director in executing his/her responsibilities; or (ii) coordinates the Art Department Office. This category does not include general office personnel or production assistants who may be assigned to the Art Department.

(b) It is understood that staffing of Production Office Coordinators, Assistant Production Office Coordinators or Art Department Coordinators is not mandated by this Amendment Agreement.

## **11. MINIMUM WAGE SCALES**

(a) Production Office Coordinators employed on a television or theatrical motion picture and Assistant Production Office Coordinators and Art Department Coordinators employed on a theatrical motion picture shall be considered employed on an “on call” basis. The minimum weekly “on call” rates for such employees shall be subject to individual negotiation between the employee and the Producer.

(b) (1) Effective July 29, 2018, the minimum wage scale for Assistant Production Office Coordinators and Art Department Coordinators employed on a television motion picture shall be as follows:

	Regular Basic Hourly Rate		
	1½ after 8 and/or 40		
	Per Hour		
	7/29/18 - 8/3/19	8/4/19 - 8/1/20	8/2/20 - 7/31/21
(i) Assistant Production Office Coordinators employed on a television motion picture (other than a long-form television motion picture or program made for basic cable):*	\$15.30	\$15.76	\$16.23
(ii) Assistant Production Office Coordinators employed on a long-form television motion picture or program made for basic cable:**	14.76	15.20	15.66
(iii) Art Department Coordinators employed on a television motion picture:**	15.85	16.33	16.82

\* This rate shall apply without modification to Assistant Production Office Coordinators employed on a television motion picture (other than a long-form television motion picture or a program made for basic cable) under this Agreement, including the Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable), as modified herein.

\*\* This rate shall apply without modification to Assistant Production Office Coordinators (i) employed on a long-form television motion picture or two-hour pilot for which no commitment for a series is attached to the pilot order under the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order), as modified herein, or (ii) employed on a program made for basic cable under the Sideletter re Productions Made for Basic Cable, as modified herein.

\*\*\* This rate shall apply without modification to Art Department Coordinators employed on a television motion picture.

(2) Overtime for Assistant Production Office Coordinators and Art Department Coordinators employed on a television motion picture shall be payable at the rate of one and one-half times the employee's Regular Basic Hourly Rate for time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. Effective August 5, 2018, overtime for Assistant Production Office Coordinators and Art Department Coordinators employed on a television motion picture shall be payable at the rate of two times the employee's Regular Basic Hourly Rate for time worked in excess of twelve (12) hours per day. Overtime shall not be compounded.

(c) The parties agree to establish a committee to consider minimum rates for Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators.

## **12. WORK DAY, WORKWEEK, CHANGE IN WORKWEEK**

(a) The regular studio workweek shall consist of any five (5) consecutive days out of any seven (7) consecutive days, commencing with the first of such five (5) days. However, the five (5) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled five-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday or Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday does not violate the five (5) consecutive days requirement.)

The regular distant location workweek shall consist of any six (6) consecutive days out of any seven (7) consecutive days, commencing with the first of such seven (7) days. However, the six (6) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled six-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday or Tuesday, with Wednesday as the regular day off, and is followed by work on Thursday through the following Saturday does not violate the six (6) consecutive days requirement.)

A work day starting on one calendar day and running into the next shall be credited to the first calendar day.

(b) In situations involving a change of schedule for regularly-scheduled employees, accommodations will be made, to the extent

practicable, to avoid a reduction in the number of workdays for the employee, without requiring the Producer to pay premium pay.

(c) The Producer shall give reasonable notice of a change of shift (e.g., from a Monday through Friday shift to a Tuesday through Saturday shift) to regularly-scheduled employees. In the event that the employee would receive fewer than two (2) days off in the workweek as a result of the shift change, the following alternatives shall be available:

(1) If the Producer and the employee so agree, the employee may work at straight time without having two (2) days off;

(2) The Producer may require employees to take an additional day off (and such scheduling shall not be deemed to constitute a prohibited relay call), thereby avoiding premium pay; or

(3) The Producer must pay the employee time and one-half if it requires the employee to work on the day which would otherwise be the employee's regularly-scheduled day off.

### **13. PARTIAL WORKWEEK; WORK ON SIX OR SEVEN DAYS OR HOLIDAY**

(a) Any day worked by an "on call" employee in a partial workweek either before or after one (1) full week of employment may be prorated at the rate of one-fifth (1/5) of the "on call" weekly five day rate.

(b) An "on call" employee required to work six (6) days within the employee's workweek shall be paid one and one-half times one-fifth of the "on call" weekly rate in effect for the sixth day worked in his workweek.

(c) An "on call" employee required to work seven (7) days within the employee's workweek, or a scheduled holiday, shall receive two times one-fifth of the "on call" weekly rate in effect for the seventh day in his workweek or for the scheduled holiday worked.

### **14. PAYROLL WEEK**

The payroll week shall be from 12:01 a.m. Sunday to midnight Saturday.

## **15. TURNAROUND**

(a) The rest period shall be ten (10) hours for an Assistant Production Office Coordinator or an Art Department Coordinator employed on a part of a mini-series or on an episode of a series described in subparagraphs (1), (2) or (3) below, which part or episode commences principal photography on or after January 8, 2019:

(1) Any mini-series made for free or pay television or basic cable or that meets the definition of a “Mid-Budget SVOD” Series or a “High Budget SVOD” Series (as defined in Paragraphs D.(2) or G.(2), respectively, of the Sideletter re Productions Made for New Media) (hereafter “Mid-Budget SVOD” Series or “High Budget SVOD” Series); or

(2) Any one-hour episodic series made for free or pay television or basic cable or a 36 to 65 minute “Mid-Budget SVOD” or “High Budget SVOD” episodic series that is in its second or subsequent season of production; or

(3) Any one-half hour single camera episodic series made for free or pay television or basic cable or a 20 to 35 minute single camera “Mid-Budget SVOD” or “High Budget SVOD” episodic series that is in its second or subsequent season of production.

Any such employee who has not received a ten (10) hour rest period from the time of dismissal from work shall be paid one and one-half times his or her “effective hourly rate” for any invaded hours. For this purpose, the “effective hourly rate” shall be calculated by dividing the employee’s weekly rate in effect by fifty-six (56) hours.

(b) The rest period for an Assistant Production Office Coordinator or an Art Department Coordinator employed on a long-form television motion picture that commences principal photography on or after January 8, 2019 who works fourteen (14) or more hours on two (2) consecutive days for the same Producer on the same production shall be ten (10) hours on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Producer on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off.

Any such employee who has not received a ten (10) hour rest period as provided above from the time of dismissal from work shall be paid one and one-half times his or her “effective hourly rate” for any invaded hours. For this purpose, the “effective hourly rate” shall be

calculated by dividing the employee's weekly rate in effect by fifty-six (56) hours.

(c) Any other employee who has not received an eight (8) hour rest period after working more than twelve (12) hours in a day, from the time of reporting to work, shall be paid one and one-half times his or her "effective hourly rate" for any invaded hours. For this purpose, the "effective hourly rate" shall be calculated by dividing the employee's weekly rate in effect by fifty-six (56) hours.

## **16. MEAL PERIODS AND MEALS**

Meal periods shall be not less than one-half ( $\frac{1}{2}$ ) hour more nor more than one (1) hour in length. Due to the self-directed nature of the work under this Amendment Agreement, an employee is responsible for taking his/her meals at appropriate times. Generally, an employee's first meal period shall commence within six (6) hours following the time of first call for the day. Succeeding meal periods for the same employee shall generally commence within six (6) hours after the end of the preceding meal period. If an employee is instructed to work through a meal by the Unit Production Manager or like member of the producing staff, the Producer shall provide the employee with a meal and a suitable time to eat such meal.

## **17. DISTANT LOCATION WAGE SCALES AND WORKING CONDITIONS**

(a) It is understood by the parties that Producer has no obligation to bring an employee working on a production to a distant location. If Producer so elects to bring an employee to a distant location within the United States, its territories or Canada, then such employee shall work under the rates and conditions of this Amendment Agreement. Producer may freely negotiate all rates and conditions with an individual covered by this Amendment Agreement who is brought to an assignment outside of the United States, its territories and Canada.

(b) Traveling Expenses and Accommodations

(1) Travel Expenses

For travel anywhere in the United States, Canada and Mexico, the Producer shall furnish air transportation to and from distant location. For travel outside the United States, Canada and Mexico, employees shall be furnished business class air transportation, except

that when business class accommodations are not available, employees shall travel first class. Producer agrees to use its best efforts to furnish and maintain, during travel time, reasonably comfortable riding conditions in the class of transportation provided, avoiding overcrowding and providing proper space for baggage and tools.

Producer will direct the employee that he must use the Producer's form of transportation to distant location. In those instances in which Producer purchases public air transportation to and from such location site, the Producer agrees to purchase tickets refundable only to Producer.

(2) Accommodations and Meals

Employees on distant location shall be entitled to single room housing when it is reasonably available. The employee shall be reimbursed in accordance with the Producer's Company policy for such lodging and for meals.

(c) Travel Pay

(1) For any day of the week (including holidays) on which an Assistant Production Coordinator or an Art Department Coordinator employed on a television motion picture travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

(2) For any day of the week (including holidays) on which an "on call" employee travels only, the employee shall receive an allowance of one-sixth (1/6) of the employee's weekly rate.

(d) Idle Pay

(1) For each sixth day not worked in the workweek by an Assistant Production Office Coordinator or an Art Department Coordinator employed on a television motion picture, the employee shall receive an allowance of four (4) hours of pay at straight time at the minimum hourly rate (not work time), plus pension and health contributions for seven (7) hours.

For each seventh day not worked in the workweek by an Assistant Production Office Coordinator or an Art Department Coordinator employed on a television motion picture, the employee shall receive an allowance of four (4) hours of pay at straight time at the

minimum hourly rate (not work time), plus pension and health contributions for eight (8) hours.

(2) For each sixth day not worked in an “on call” employee’s workweek during a full six (6) day workweek, employee shall receive an allowance equal to one-twelfth (1/12) of the employee’s weekly rate, plus pension and health contributions for seven (7) hours.

For each seventh day not worked in an “on call” employee’s workweek, employee shall receive an allowance equal to one-twelfth (1/12) of the employee’s weekly rate, plus pension and health contributions for eight (8) hours.

## **18. VACATIONS**

(a) Employees shall be entitled to take vacation, with pay, according to the following formula:

*Straight Time Days Worked in Preceding Year	Days of Vacation With Pay in Succeeding Year
Over 200	10 days
Between 181 and 200	9 days
Between 161 and 180	8 days
Between 141 and 160	7 days
Between 121 and 140	6 days
Between 101 and 120	5 days
Between 81 and 100	4 days
Between 61 and 80	3 days
Between 41 and 60	2 days
Between 21 and 40	1 day
** 20 and under	0 days

\* For vacation purposes only, full six (6) day workweeks on distant location shall be credited as five (5) days worked. In addition, one workday shall be counted for each paid vacation day.

\*\* Assistant Production Office Coordinators and Art Department Coordinators employed on television motion pictures who are employed less than twenty-one (21) days and who do not qualify for a day's vacation pay under this provision shall be paid an amount equal to four percent (4%) of their straight time earnings as vacation pay.

"On call" employees who are employed less than twenty-one (21) days and who do not qualify for a day's vacation pay under this provision shall be paid an amount equal to four percent (4%) of their guaranteed "on call" weekly earnings as vacation pay.

(b) For weekly "on call" employees, "straight time days worked" are equal to the number of days for which the employee is paid, other than the sixth or seventh day in the employee's workweek.

(c) For vacation purposes, the rate at which each vacation day shall be paid is equal to:

(1) Eight (8) hours of pay at straight time for Assistant Production Office Coordinators and Art Department Coordinators employed on a television motion picture;

(2) One-fifth (1/5) of the weekly rate in effect at the start of the vacation for weekly "on call" employees.

(d) Vacation shall not be cumulative between calendar years and shall be taken at times approved by the Producer.

(e) Days that would otherwise constitute the sixth or seventh day worked in the employee's workweek and holidays occurring during vacation periods are not counted as vacation days taken.

(f) In the event of a layoff, an employee eligible for vacation shall not be required to take vacation at the time of layoff.

(g) Producer shall pay an eligible employee his vacation pay check not later than noon of the pay day preceding the commencement day of his vacation, provided the employee has made a request to Producer for such vacation check at least one (1) week prior to such pay day preceding the commencement of such vacation.

(h) Employees with eight (8) or more years of service shall receive a fifty percent (50%) increase in the number of vacation days to which the employee is entitled as set forth in subparagraph (a) above. A "year of service" shall be considered any calendar year in which the employee is compensated for at least 1000 straight time hours, counting each week of work as fifty-six (56) hours.

(i) Vacations are earned in one personal income tax earnings year and are paid for in the succeeding year. Vacation payments shall be made at the time the Producer makes vacation payments to IATSE employees generally.

## **19. SEVERANCE PAY**

### **(a) General**

(1) (i) An employee employed by the Producer under this Amendment Agreement for one (1) or more qualified years (as defined in subparagraph (e) hereof) earned after August 1, 2001 whose employment is severed after August 1, 2018; or

(ii) an employee who had at least one (1) qualified year (as defined in subparagraph (e) hereof) as of August 1, 2001, who has made the required application for retirement to the Motion Picture Industry Pension Plan at least sixty (60) days prior to retiring or has made the required application for retirement to any private retirement plan referred to in Article XV of the Trust Agreement of the Motion Picture Industry Pension Plan and who retires

shall receive the applicable severance pay set forth below (as modified by subparagraphs (b) and (c) hereof) unless such employee is disqualified for severance pay purposes pursuant to subparagraph (d) hereof.

Qualified Years	Number of Weeks of Severance Pay
1-2	1
3-4	2
5-8	3
9	4
10	5
11-12	6
13-14	7
15	8
16	9
17	10
18	11
19	12
20	13

The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement; provided, however, that the base period used in computing the employee's average earnings shall, for the purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee's personal income tax earnings year used in computing vacation pay.

(2) Ninety (90) elapsed days after severance occurs such employee shall be entitled to:

(i) one (1) week of said severance pay if he has two (2) or less qualified years as of date of severance;

(ii) two (2) weeks of said severance pay if he has three (3) or more qualified years as of date of severance; provided, however, such employee shall not receive such severance pay if within such ninety (90) day period he receives the following employment by Producer:

(A) five (5) days' employment, not necessarily consecutive, if he has one (1) or two (2) qualified years as of the date of such severance;

(B) eight (8) days' employment, not necessarily consecutive, if he has three (3) qualified years as of the date of such severance;

(C) ten (10) days' employment, not necessarily consecutive, if he has four (4) or more qualified years as of the date of such severance.

(3) If such employee entitled to severance pay after ninety (90) elapsed days has five (5) or more qualified years as of the date of severance, he shall be entitled to the balance of his accrued severance pay ninety (90) elapsed days following the completion of the first ninety (90) day period, unless during the second ninety (90) day period he receives fifteen (15) days' employment by Producer, not necessarily consecutive.

(4) Notwithstanding the provisions of subparagraphs (2) and (3) above, an employee who retires in accordance with subparagraph (a)(1)(ii) above shall receive severance pay within thirty (30) days following his retirement.

(b) Payment of Full Severance Pay

Once an employee has received full accrued severance pay, pursuant to subparagraph (a) above, he shall thereafter be a new employee for severance pay purposes and future computation of qualified years shall apply only to employment by Producer, if any, after the receipt of such full severance pay.

An employee who retires pursuant to subparagraph (a)(1)(ii) above and receives his full accrued severance pay shall be removed from the Industry Experience Roster and the Studio Seniority Roster of the Producers.

(c) Reduction of Severance Pay Amounts

Any severance pay paid to an employee shall correspondingly reduce the total number of weeks of severance pay to which he is thereafter entitled before again becoming a new employee hereunder. An employee who receives or has received full severance pay hereunder shall be considered to be a new employee thereafter for severance pay purposes.

(d) Disqualification for Severance Pay

Employees hereunder shall be disqualified for severance pay in accordance with the provisions of subparagraphs (1) and (2) below.

(1) Refusal of Offers of Employment

If an employee rejects an offer of employment from Producer hereunder during either of the ninety (90) day periods referred to in subparagraph (a)(3) hereof, such employee shall lose his qualification for severance pay and, if subsequently rehired, shall be rehired as a new employee for severance pay purposes. If any employee was not available or could not be reached when called for work by Producer, he shall be deemed to have rejected an offer of employment; provided, however, that:

(i) Producer shall be obligated, in the event of such rejection or unavailability, to notify the Union on the same day by telephone unless the Union office is not open, in which case such notification must be made on the next following workday, and to confirm such call by letter posted on the day of such notification to the Union.

(ii) If Producer is unable to reach the employee (including such inability to reach because no one answers employee's phone), Producer shall be obligated to telephone the Union and request the Union to make the call, in which event the Union shall either promptly confirm to the Producer by telephone its inability to reach the employee or advise the Producer by telephone that it has reached the employee and of the results of such call.

(iii) It is recognized that in certain circumstances it may be difficult for an employee to accept a call immediately when he is currently employed at another studio. It is further recognized that in certain circumstances it may be difficult for the employee, as well as a hardship to the studio at which he is then employed, to be required to accept a call immediately without any notice to his then present employer. It is believed that in the great majority of cases reasonable consideration would be given so that the employee would not lose his severance pay credits. To this end, it is the intent of the parties hereto that if an employee who is qualified for severance pay has been laid off by a studio and, within either of the ninety (90) day periods referred to, such studio recalls the employee at a time when such employee is unable to accept such recall because of other employment in the motion picture industry, then either of such ninety (90) day periods shall be deemed extended by a period equivalent to the period of employment for which the employee was being recalled, but in no event to exceed twenty (20) days. In the event such employee is again recalled within either of the ninety (90) day periods and does not accept such recall because of other employment in the motion picture industry, or for any other reason except as otherwise herein provided, then such employee shall lose his qualification for severance pay and, in the event he is subsequently rehired by the Producer, then such rehire shall be as a new employee for severance pay purposes, except that if the employee's call was on a daily basis, there may be two (2) extensions of either of the ninety (90) day periods by reason of inability to accept calls because of employment elsewhere in the motion picture industry.

(iv) If the employee is unavailable to accept such recall because of employment outside the motion picture industry at the time of such recall, he shall have a maximum of two (2) days after the date of such recall to make himself available and, if he fails to do so, then such employee shall lose his qualification for severance pay and, if he is subsequently rehired, shall be a new employee for severance pay purposes.

(2) Severance Beyond Control of Producer

In the event any severance is the result of a dismissal due to seniority requirements, a voluntary resignation or a layoff as a result of physical incapacity, epidemic, fire, action of the elements, strike, walkouts, labor dispute, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion or for any other cause beyond the control of the Producer, whether of the same or any other nature, the employee shall not be entitled to any severance pay arising out of the completion of both of the ninety (90) day periods following such severance. In the event any severance is the result of dismissal for cause, the employee so severed shall be disqualified for severance pay.

(e) Qualified Years

As used herein, the term "qualified years," with respect to any employee, shall refer to the number of consecutive periods of three hundred sixty-five (365) consecutive days each, calculated backward from the date of his severance, but going back no earlier than August 1, 2001, in each of which the employee has been employed by Producer for two hundred (200) or more work days (including paid vacation days as work days); it being understood and agreed that if, in any such three hundred sixty-five (365) day period, such employee was employed for less than two hundred (200) work days by Producer, such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be "bridged" for severance pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such "bridged" year in which employee was employed by Producer for two hundred (200) or more work days shall be counted as a qualified year; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such leave and provided, further, that the computation of qualified years shall be subject to the following exceptions:

(1) If an employee is determined to have less than two (2) qualified years, he shall be credited with a qualified year only if, in addition to having been employed for at least two hundred (200) or more days in the three hundred sixty-five (365) days immediately preceding his date of severance, he shall have been employed for at least one (1) day during the first six (6) months of the eighteen (18) month period immediately preceding his date of severance, in which case he shall be credited with one (1) qualified year.

(2) No period prior to the completion of such two hundred seventy (270) days shall be considered in determining qualified years of such employee.

(f) Severance Obligation of Successor Company

If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate severance pay experience credit accrued with Producer and his employment shall not be considered to be terminated for severance pay purposes as a result of such successor company's acquisition of Producer. If such employee is not so continued in employment by the buying company, then Producer is responsible for any severance pay due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall not be entitled to any severance pay from either Producer or buying company.

(g) Presentation of Claim for Severance Pay

Any claim for the payment of severance pay, not presented to the Producer within three hundred sixty-five (365) calendar days after the date upon which the employee is qualified under this Paragraph for such severance pay, shall be deemed to be waived.

## **20. HOLIDAYS**

(a) An Employee shall receive pay for holidays as they occur, if such employee is employed the day before and the day after the holiday, even though no actual work is required on the holiday: New Year's Day, Presidents' Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Said amount shall be credited as compensation for readiness to perform services even though no actual work is required.

(b) If any of these holidays falls on a Saturday, the preceding Friday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday. If any of these holidays falls on a Sunday, the following Monday shall be considered the holiday.

For work performed in Canada, Producer may elect to observe the following Canadian holidays in lieu of the referenced holidays listed above:

- (1) Victoria Day in lieu of Memorial Day; and
- (2) Canada Day in lieu of Independence Day (July 4<sup>th</sup>);

provided that the two holidays are within the employee's period of employment and the Producer gives no less than two (2) weeks' notice to the affected employee, unless the employee has been employed fewer than two (2) weeks prior to the first of the two holidays, in which case the Producer will provide notice to the affected employee at the time of hire. When the employee has not been employed on the Canadian holiday set forth above, but is employed to work on the U.S. holiday, the employee shall be paid a premium for the corresponding U.S. holiday. The Union will not unreasonably deny requests to exchange other Canadian holidays for those listed above (such as Family Day in lieu of Presidents' Day or Easter Monday in lieu of Good Friday).

(c) An "on call" employee required to work a scheduled holiday shall receive additional straight time equal to one-fifth of the weekly rate.

(d) Assistant Production Office Coordinators and Art Department Coordinators employed on a television motion picture who are required to work a scheduled holiday shall receive double the Regular Basic Hourly Rate.

## **21. CONTRACT SERVICES ADMINISTRATION TRUST FUND**

The Producer shall pay to the Motion Picture Industry Pension Plan through its Administrator, as agent for transmittal to the Contract Services Administration Trust Fund ("CSATF"), eighty-two thousandths cents (\$.082) per hour (ninety-two thousandths cents (\$0.092) per hour effective August 2, 2020) (based upon the same daily and weekly formula as contributions paid under Article 4(a) to the Pension and Health Plans) for Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators employed under the Amendment Agreement by such Producer.

The parties agree that CSATF shall provide and keep records of required safety training provided to Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators employed under the Amendment Agreement.

## **22. PAY-OFF REQUIREMENTS**

(a) The regular pay day will be on Thursday (holiday weeks excluded). When employee is laid off and requests pay, he shall be paid at time of layoff or his pay check will be mailed within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.

(b) If, due to the fault of the Producer, an employee does not receive wages or salary on a timely basis, the Producer shall, within three (3) days after being so notified by the employee, issue a check in payment of same to the employee.

## **23. EARNINGS REPORTS**

At the end of each quarter, the Producer will submit a list of its employees subject to this Agreement, showing each employee's earnings for that quarter.

## **24. REPORTING OF ACCIDENTS**

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported to the Union as soon as practicable after the accident.

## **25. EMPLOYEES IN THE ARMED SERVICES**

Recognizing the moral and legal responsibility to the employees subject to this Agreement who have entered into the Armed Services, the Producer and the Union agree that they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such employees to the jobs such employees held prior to their entry into the Armed Services.

Producers and the Union agree that employees temporarily holding such jobs will be displaced by such returning employees.

## **26. CALIFORNIA SICK LEAVE**

(a) Accrual. Commencing July 1, 2015, eligible employees covered by the IATSE Basic 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 (90<sup>th</sup>) day of 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.)

(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.

(c) For employees employed on an hourly or 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 his 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 under the studio minimum wage scales or one-sixth (1/6th) of the employee's weekly rate under the distant location minimum wage scales (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees (including "on call" 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."<sup>2</sup> 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 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, 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.

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<sup>2</sup> "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 herein.

## **27. WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS**

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); the New Jersey Paid Sick Leave Act (C.34:11-56a *et seq.*); 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 37.01.e), 37.03, 37.07.a)1B.ii. and 37.07.f)); 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; 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.

**IN WITNESS WHEREOF** the parties hereto have set their hands on the day and year designated above.

**FOR THE ALLIANCE OF MOTION PICTURE AND  
TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES  
LISTED ON EXHIBIT "A" (ATTACHED HERETO AT PAGES  
105 TO 108), ALL OF WHICH CONSTITUTE A SINGLE MULTI-  
EMPLOYER BARGAINING UNIT DESCRIBED IN ARTICLE V  
OF THE 2018 PRODUCER - IATSE BASIC AGREEMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol A. Lombardini  
President, AMPTP

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Matthew D. Loeb  
International President

**SCRIPT SUPERVISORS/CONTINUITY, COORDINATORS,  
ACCOUNTANTS & ALLIED PRODUCTION SPECIALISTS  
GUILD, LOCAL #871**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Crystal Hopkins  
Business Representative

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • [www.amptp.org](http://www.amptp.org)

Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER NO. 1**

As of August 1, 2018

Matthew D. Loeb  
International President  
International Alliance of Theatrical Stage Employees &  
Moving Picture Technicians, Artists and Allied Crafts of the  
United States, its Territories and Canada  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York 10001

Leslie Simon  
Business Representative  
Script Supervisors and Continuity Coordinators, Local #871  
4011 W. Magnolia Blvd.  
Burbank, California 91505

**Re: Turnaround – Paragraph 15(c)**

Dear Matt and Leslie:

During the 2018 negotiations, the parties added subparagraphs (a) and (b) to Paragraph 15, “Turnaround,” of the Amendment Agreement of August 1, 2018 between Producer, on the one hand, and International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and Script Supervisors and Continuity Coordinators, Local #871, on the other hand (“Amendment Agreement”). Except as modified by these provisions, the parties did not change their prior understanding as set forth in the Sideletter regarding turnaround in the 2015 Amendment Agreement (attached hereto as Exhibit 1).

Sincerely,

Carol Lombardini

**ACCEPTED AND AGREED:**

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Matthew D. Loeb  
International President

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Crystal Hopkins  
Script Supervisors and Continuity  
Coordinators, Local #871

## **EXHIBIT “1”**

As of August 1, 2001  
Reissued as of August 1, 2003 and as of August 1, 2006

Thomas C. Short  
International President  
International Alliance of Theatrical Stage Employes  
1515 Broadway  
New York, New York 10036

Lainie Miller  
Business Representative  
Script Supervisors and Continuity Coordinators, Local #871  
11519 Chandler Boulevard  
North Hollywood, California 91601

**Re: Turnaround**

Dear Tom and Lainie:

This letter confirms our understanding with respect to Paragraph 15, “Turnaround,” of the Amendment Agreement of August 1, 2001 between Producer, on the one hand, and International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and Script Supervisors and Continuity Coordinators, Local #871, on the other hand.

During the negotiations for the above-mentioned Agreement, the Producers expressed their concern that the nature of the work performed by Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators does not lend itself to a mandatory turnaround provision nor to legislating the length of the work day. During these same negotiations, the IATSE expressed its concern that the employees under this Agreement receive adequate rest and time off from work in order to maintain professional standards of performance and to foster the general well-being of the employees.

In an effort to address these concerns, the parties have agreed to the following as an alternative to Paragraph 15, “Turnaround:” In lieu of Paragraph 15, “Turnaround,” the Producers have given the Union their good faith commitment to continue their practice of providing employees with adequate rest and time off from work. When employees, due to the demands of production, work multiple consecutive work days the length of which is considered excessive and when such

## **EXHIBIT “1”**

Thomas C. Short and Lainie Miller  
As of August 1, 2001  
Reissued as of August 1, 2003 and as of August 1, 2006  
Page 2

employees do not receive the industry's customary rest period for "off production" employees, the Producer will give good faith consideration to employee's request for additional rest time. In addition, the AMPTP and the IATSE shall establish a Work Day – Turnaround Committee consisting of representatives of the IATSE, Local #871 and of the Producers to meet and discuss any problems related to this sideletter. If, at any time after an initial six (6) month trial period, the IATSE believes that the Producer has not acted in good faith pursuant to its commitment under this sideletter, the Union may re-open negotiations for this Agreement, but such negotiations shall be limited to the issue of turnaround.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

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Thomas C. Short  
International President

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Lainie Miller  
Script Supervisors and Continuity  
Coordinators, Local #871

EXHIBIT "1"

SIDELETTER NO. 2

As of August 1, 2001  
Reissued as of August 1, 2003 and as of August 1, 2006

Thomas C. Short  
International President  
International Alliance of Theatrical Stage Employes  
1515 Broadway  
New York, New York 10036

Lainie Miller  
Business Representative  
Script Supervisors and Continuity Coordinators, Local #871  
11519 Chandler Boulevard  
North Hollywood, California 91601

**Re: Payroll Companies and Local #717 Signatories**

Dear Tom and Lainie:

This will confirm our understanding that this Agreement shall be offered to any Payroll Company for signature as well as to any Company which had previously signed an agreement with IATSE, Local #717 covering some or all of the classifications covered under this Agreement.

Sincerely,

J. Nicholas Counter III

ACCEPTED AND AGREED:

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Thomas C. Short  
International President

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Lainie Miller  
Script Supervisors and Continuity  
Coordinators, Local #871

SIDELETTER NO. 3

As of August 1, 2001  
Reissued as of August 1, 2003 and as of August 1, 2006

Thomas C. Short  
International President  
International Alliance of Theatrical Stage Employes  
1515 Broadway  
New York, New York 10036

Lainie Miller  
Business Representative  
Script Supervisors and Continuity Coordinators, Local #871  
11519 Chandler Boulevard  
North Hollywood, California 91601

**Re:     “Free Flow” of Work Between Local #161 and Local #871 Jurisdictions**

Dear Tom and Lainie:

Reference is made to the provisions of the Amendment Agreement of August 1, 2001 between Producer and International Alliance of Theatrical Stage Employes and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and Script Supervisors and Continuity Coordinators, Local #871 covering Production Office Coordinator, Assistant Production Office Coordinators and Art Department Coordinators.

During the negotiations leading up to that Amendment Agreement, the parties agreed that there shall be a “free flow” of work as between employees covered by the Amendment Agreement and employees covered by the Local #161 Agreement (e.g., an employee covered under the Amendment Agreement who is hired in Los Angeles County may be transported by the Producer to work in the jurisdiction of Local #161; similarly, an employee covered under the Local #161 Agreement who is hired within that Local’s jurisdiction may be transported by the Producer to work in Los Angeles County).

Sincerely,

J. Nicholas Counter III

Thomas C. Short and Lainie Miller  
As of August 1, 2001  
Reissued as of August 1, 2003 and as of August 1, 2006  
Page 2

ACCEPTED AND AGREED:

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Thomas C. Short  
International President

---

Lainie Miller  
Script Supervisors and Continuity  
Coordinators, Local #871

SIDELETTER NO. 4

August 1, 2003

Thomas C. Short  
International President  
International Alliance of Theatrical Stage Employes  
1515 Broadway  
New York, New York 10036

Lainie Miller  
Business Representative  
Script Supervisors/Continuity & Allied Production Specialists Guild, Local #871  
11519 Chandler Boulevard  
North Hollywood, California 91601

Dear Tom and Lainie:

In lieu of complying with Paragraph 18, "Vacations," each Company may treat vacation pay for Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators in the same way that the Company treats vacation pay for Script Supervisors and other production personnel.

Sincerely,

J. Nicholas Counter III

**ACCEPTED AND AGREED:**

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Thomas C. Short  
International President

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Lainie Miller  
Script Supervisors/Continuity &  
Allied Production Specialists Guild,  
Local #871

SIDELETTER NO. 5

September 20, 2001

Thomas C. Short  
International President  
International Alliance of Theatrical Stage Employes  
1515 Broadway  
New York, New York 10036

Lainie Miller  
Business Representative  
Script Supervisors and Continuity Coordinators, Local #871  
11519 Chandler Boulevard  
North Hollywood, California 91601

**Re: Warner Bros. Addendum Agreement to Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators Agreement**

Dear Tom and Lainie:

This letter, by and between the International Alliance of Theatrical Stage Employes and Script Supervisors and Continuity Coordinators, Local #871, on the one hand, and Warner Bros., on the other hand, will serve as an addendum to the Amendment Agreement of August 1, 2001 between Producer and International Alliance of Theatrical Stage Employes and Script Supervisors and Continuity Coordinators, Local #871 (covering Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators) (hereinafter "the Amendment Agreement").

Should Warner Bros. determine that it wishes to assign a Production Office Coordinator or an Assistant Production Office Coordinator to work under its collective bargaining agreement with Office and Professional Employees International Union, Local #174, and should such work otherwise be within the scope of the Amendment Agreement, Warner Bros. shall so advise a representative of the International Union and, upon such representative's request, discuss the matter with such representative. Should the parties fail to reach an agreement following such discussion, the matter shall be submitted to International President Thomas C. Short and to

Thomas C. Short and Lainie Miller  
September 20, 2001  
Page 2

AMPTP President J. Nicholas Counter III for resolution, and their determination shall be binding on all parties to this sideletter.

Sincerely,

Alan H. Raphael  
On behalf of Warner Bros.

cc: J. Nicholas Counter III

ACCEPTED AND AGREED:

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Thomas C. Short  
International President

---

Lainie Miller  
Script Supervisors and Continuity  
Coordinators, Local #871

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**AGREEMENT BETWEEN PRODUCER AND INTERNATIONAL  
ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND  
MOVING PICTURE TECHNICIANS, ARTISTS AND  
ALLIED CRAFTS OF THE UNITED STATES,  
ITS TERRITORIES AND CANADA  
AND SCRIPT SUPERVISORS/CONTINUITY,  
COORDINATORS, ACCOUNTANTS  
& ALLIED PRODUCTION SPECIALISTS GUILD, LOCAL #871  
(SCRIPT COORDINATORS AND WRITERS' ROOM  
ASSISTANTS AGREEMENT)**

**THIS AGREEMENT** is made by and between the Alliance of Motion Picture and Television Producers (hereinafter referred to as "the AMPTP"), on behalf of the Producers listed on Exhibit "A" (attached hereto at pages 105 to 108), all of which constitute a single multi-employer bargaining unit (hereinafter referred to individually as "Producer" and collectively as "Producers"), on the one hand, and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the "IATSE") and Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists Guild, Local #871 (hereinafter referred to as the "Local Union") of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians and Allied Crafts of the United States, its Territories and Canada (hereinafter collectively referred to as the "Union"), on the other hand.

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

**1. Term of Agreement**

The term of this Agreement shall commence on October 10, 2018 and shall extend to and including July 31, 2021, the expiration of the successor agreement to the Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2015 (hereinafter the "IATSE Basic Agreement" or the "2018 IATSE Basic Agreement").

Only the following provisions of this Agreement shall be subject to negotiation during the general negotiations for the successor agreement to the 2015 IATSE Basic Agreement: (a) any change in the contribution rates to the Pension Plan and/or the Health Plan; and (b) any diversion from Individual Account Plan contributions to the Pension Plan and/or the Health Plan.

## **2. Scope of Agreement**

This Agreement applies and is limited in its application to employees employed by Producer on a regular, full-time basis in the County of Los Angeles, California, on live action, scripted dramatic television motion pictures or live action, scripted dramatic new media programs covered under the Sideletter re Programs Made for New Media in the IATSE Basic Agreement: (a) in the job classification of Script Coordinator or Writers' Room Assistant on live action, scripted dramatic episodic series; (b) in the job classification of Script Coordinator on live action, scripted dramatic pilots; (c) in the job classification of Writers' Room Assistant on live action, scripted dramatic pilots, provided that the pilot has a "Writers' Room;" and (d) in the job classification of Script Coordinator or Writers' Room Assistant on live action, scripted dramatic one-time programs (including mini-series), provided that the one-time program has a "Writers' Room."

This Agreement does not cover: (a) any Script Coordinator or Writers' Room Assistant employed on a daytime serial, movie-for-television, live musical or performance, or one-time program (including a mini-series) when there is no "Writers' Room" on the one-time program; (b) any Writers' Room Assistant on a pilot when there is no "Writers' Room" on the pilot; (c) Assistants or Executive Assistants to an Executive Producer or "Showrunner" whose primary duties on a regular, full-time basis do not relate to preparing scripts for a pilot or series order and who do not work primarily in the "Writers' Room;" (d) interns, fellows and participants in writer training programs; (e) any employee who performs the work of a Script Coordinator or Writers' Room Assistant but is covered by another collective bargaining agreement; and (f) production assistants, general office personnel, supervisors, guards, management employees and all other employees.

It is understood that this Agreement does not apply to any Script Coordinator or Writers' Room Assistant employed on a theatrical motion picture, animated motion picture, non-dramatic motion picture or program made for new media that is not covered by the Sideletter re Programs Made for New Media in the IATSE Basic Agreement.

## **3. Recognition**

(a) Producer recognizes the Union as the exclusive collective bargaining agent for all Script Coordinators and Writers' Room Assistants covered by this Agreement who are employed by the Producer to work in the County of Los Angeles, California, as set forth in Article 2 above. The Union makes this Agreement on behalf of such employees, the majority of whom the Union warrants are members of the Union in good standing. The Union represents that the terms of this

Agreement have been submitted to its membership and have been duly approved thereby.

(b) The Union confirms that any entity that is related to or affiliated with a Producer listed on Attachment A and that is inactive or not currently in existence as of the effective date of this Agreement shall be given the opportunity to become signatory to this Agreement at any time hereafter.

#### 4. Union Security

(a) Each and every employee subject to this Agreement, except trainees, employed by the Producer to perform services in the County of Los Angeles shall be and remain a member in good standing of the Union on and after the thirtieth day following the employee's first day of employment with the Producer or the effective date of this Agreement, whichever is later. The foregoing requirements of Union membership as a condition of employment shall be subject to the obligations of the parties hereto under the law.

As defined and applied in this Article 4(a), the term "member of the Union in good standing" means a person who offers to pay (and, if the Union accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of the National Labor Relations Act.

(b) Within a reasonable time, but not to exceed three (3) days after receipt of written notice from the IATSE that any such then-employed employee is not a member as above required, and that such employee has been so notified in writing prior to such notice to Producer, the Producer shall discharge any such employee who fails to remedy such default within said three (3) days after Producer receives such notice. The Producer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.

(c) Producer agrees to inform the Local Union, in writing, within seven (7) days (Saturdays, Sundays and holidays excluded) from the date of employment hereafter, of the name, residence address, the last four digits of the social security number and date of employment of any employee subject to this Agreement.

(d) In case of repeal or amendment of the Labor Management Relations Act of 1947 or in case of new legislation rendering permissible any union security to the Union greater than those specified in this Article of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu thereof. In such event, and if permissible under law, the Union agrees to supply adequate,

competent and qualified employees for the job requirements of the Producers in the crafts and classifications covered by this Agreement and, if the Union fails to do so, the Producer may secure such employees from any source.

## 5. Health Plan and Pension Plan

(a) Producer agrees that the Health Plan (active and retired employees) and Pension Plan provisions of the 2018 IATSE Basic Agreement (Articles XII, XIII, XIV and XV) shall be applicable to employees employed under this Agreement except as set forth below.

Contributions to the Motion Picture Industry Health Plan, the Motion Picture Industry Pension Plan and the Motion Picture Industry Retired Employees Plan on behalf of employees covered under this Agreement (other than as provided below for employees employed on “grandfathered” programs and series) shall be at the rates set forth in the above-referenced provisions. Such contributions shall be paid for each hour worked or guaranteed in accordance with the provisions of the applicable Trust Agreement.

(b) The foregoing requirement to make contributions to the Health Plan and the Pension Plan shall not apply to employees employed on programs or series that are currently in production, that are in production on the effective date of this Agreement or that open a “Writers’ Room” prior to March 4, 2018. Producer shall not be obligated to make contributions to the Health Plan and the Pension Plan for any such program or for the current season of any such series, unless production of the program or series continues past December 29, 2018.

(c) Contributions to the Health Plan or Pension Plan on behalf of an employee covered under this Agreement shall not be required when the employee provides services to the Producer that are the basis for contributions to another motion picture industry health or pension plan. The foregoing applies even though the employee may also be performing work covered by this Agreement.

## 6. Individual Account Plan

Producer agrees that the Individual Account Plan provisions of the 2018 IATSE Basic Agreement (Article XIII A.) shall be applicable to employees employed under this Agreement except as modified by this Agreement.

Producer shall contribute to the Individual Account Plan, on behalf of each employee employed by the Producer hereunder, one percent (1%) of the scale regular hourly rate of pay for all hours worked by or

guaranteed such employee during the period February 3, 2019 to and including February 1, 2020; two percent (2%) during the period February 2, 2020 to and including January 30, 2021; and three percent (3%) during the period January 31, 2021 through July 31, 2021. No contributions to the Individual Account Plan shall be required before February 3, 2019.

Contributions to the Individual Account Plan on behalf of an employee covered under this Agreement shall not be required when the employee provides services to the Producer that are the basis for contributions to another motion picture industry health or pension plan. The foregoing applies even though the employee may also be performing work covered by this Agreement.

## **7. Contract Services Administration Trust Fund**

Producer shall pay to the Motion Picture Industry Pension Plan through its Administrator, as agent for transmittal to the Contract Services Administration Trust Fund ("CSATF"), seven and eight hundredths cents (\$0.0708) per hour for each hour worked or guaranteed for Script Coordinators and Writers' Room Assistants employed under this Agreement.

The parties agree that CSATF shall provide and keep records of required safety and harassment prevention training provided to Script Coordinators or Writers' Room Assistants employed under this Agreement.

CSATF contributions on behalf of an employee covered under this Agreement shall not be required when the employee provides services to the Producer that are the basis for contributions to another motion picture industry health or pension plan. The foregoing applies even though the employee may also be performing work covered by this Agreement.

## **8. Application of Basic Agreement**

(a) It is understood that this Agreement is subject to the provisions of the 2018 Producer–IATSE Basic Agreement, except as modified herein.

(b) The provisions of Articles XIX ("Post '60 Theatrical Motion Pictures") and XXVIII ("Supplemental Markets") of the 2018 IATSE Basic Agreement and any successor agreement are not applicable to employees employed under this Agreement. Such employees do not count toward triggering the applicability of either the "Post '60 Theatrical Motion Pictures" or the "Supplemental Markets" clauses and

are not counted in the numerator or the denominator when proration of Post '60 payments or Supplemental Markets payments is appropriate.

(c) Employees employed by Producer in the job classifications of Script Coordinator or Writers' Room Assistant are not counted for purposes of determining whether a production made for new media is an "Experimental New Media Production" as defined in Paragraph B. of the 2018 Sideletter re Productions Made for New Media. Coverage of an "Experimental New Media Production" is at the option of the Producer.

(d) During the term of this Agreement, the Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable), the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order) and the Sideletter re Productions Made for Basic Cable shall not apply.

## 9. Definitions and Duties

(a) A Script Coordinator shall be deemed to mean a person who reports to the Showrunner or Head Writer and whose primary duties in connection with the production of a motion picture are the editing of copy, formatting and distribution of scripts. It is understood that these are not the exclusive duties of the Script Coordinator. Other employees may perform these duties, and other duties may be assigned to the Script Coordinator.

(b) It is understood that staffing of a Script Coordinator or Writers' Room Assistant is not mandated by this Agreement. Staffing of a Script Coordinator or Writers' Room Assistant shall be at the Producer's discretion.

(c) When both a Script Coordinator and Writers' Room Assistant are employed on a motion picture, there shall be complete interchange of functions under this Agreement without the necessity of an upgrade.

(d) In the event that Producer elects to employ one individual to fulfill the duties of both a Script Coordinator and Writers' Room Assistant on a regular, full-time basis and that individual is assigned and performs the duties of both positions on a regular, full-time basis, the individual shall be paid the Script Coordinator rate.

Nothing herein precludes a Producer from employing Writers' Room Assistants at the Writers' Room Assistant rate in the

absence of a Script Coordinator prior to or at the beginning of a production or prior to or at the beginning of a season of a series.

(e) Individuals not covered under this Agreement may perform the duties of a Script Coordinator or Writers' Room Assistant when they were not hired to perform those duties as their primary job responsibilities, when they are not employed on a regular, full-time basis, when they are filling in for a Script Coordinator or Writers' Room Assistant on a temporary basis for two weeks or less or while the Script Coordinator or Writers' Room Assistant is employed by the Producer to write a script or when they are specifically excluded from this Agreement.

## 10. Minimum Wage Rate

(a) Effective October 10, 2018, the minimum wage scale for Writers' Room Assistants shall be as follows:

	Regular Basic Hourly Rate			
	Per Hour			
	10/10/18- 2/2/19	2/3/19- 2/1/20	2/2/20- 6/30/20	7/1/20- 7/31/21
Writers' Room Assistants	\$14.15	\$14.57	\$15.01	\$16.00

(b) Effective October 10, 2018, the minimum wage scale for Script Coordinators shall be as follows:

	Regular Basic Hourly Rate			
	Per Hour			
	10/10/18- 2/2/19	2/3/19- 2/1/20	2/2/20- 1/30/21	1/31/21- 7/31/21
Script Coordinators	\$16.15	\$16.63	\$17.13	\$17.64

(c) Any Script Coordinator or Writers' Room Assistant employed by the Producer prior to the effective date of this Agreement on an episodic series which continues production thereafter shall not, as a result of this Agreement, have his/her hourly wage rate reduced during employment on that season of the episodic series.

## 11. Minimum Calls

(a) An eight (8) hour daily minimum call shall apply during the regular five (5) day workweek.

(b) In the event that a Script Coordinator performs work on his or her sixth or seventh day worked at the instruction of the Producer in the workweek, a four (4) hour minimum call shall apply.

## 12. Overtime

Overtime shall be payable at the rate of one and one-half times the employee's Regular Basic Hourly Rate for all hours worked in excess of eight (8) hours per day, in excess of forty (40) hours per week and the first twelve (12) hours on the employee's sixth day worked in the workweek and at double time for all hours worked in excess of twelve (12) per day or on the employee's seventh day worked in the workweek. Overtime shall not be compounded. Unworked holidays shall not be considered time worked for overtime calculations.

## 13. Holidays

(a) An employee shall receive pay for holidays as they occur, if such employee is employed the day before and the day after the holiday, even though no actual work is required on the holiday: New Year's Day, Presidents' Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, except that holidays falling during a hiatus period are not covered. Said amount shall be credited as compensation for readiness to perform services even though no actual work is required; however, said unworked holiday shall not be considered in determining overtime.

(b) If any of these holidays falls on a Saturday, the preceding Friday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday. If any of these holidays falls on a Sunday, the following Monday shall be considered the holiday.

(c) Script Coordinators and Writers' Room Assistants who are required by the Producer to work a scheduled holiday shall receive one and one-half times the employee's Regular Basic Hourly Rate.

## 14. Workday, Workweek, Change in Workweek

(a) The regular workweek shall consist of any five (5) consecutive days out of any seven (7) consecutive days, commencing with the first of such five (5) days. However, the five (5) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled five-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday or Tuesday, with Wednesday and Thursday as the regular days off, and

is followed by work on Friday through the following Tuesday does not violate the five (5) consecutive days requirement.)

A work day starting on one calendar day and continuing into the next shall be credited to the first calendar day. When Producer requires an employee to resume work after dismissal on one calendar day or after midnight on the next calendar day, all work time before the next regular call is attributable to the first calendar day without payment for intervening time.

(b) In situations involving a change of schedule for regularly-scheduled employees, accommodations will be made, to the extent practicable, to avoid a reduction in the number of workdays for the employee, without requiring the Producer to pay premium pay.

(c) The Producer shall give reasonable notice of a change of shift (*e.g.*, from a Monday through Friday shift to a Tuesday through Saturday shift) to regularly-scheduled employees. In the event that the employee would receive fewer than two (2) days off in the workweek as a result of the shift change, the following alternatives shall be available:

(i) If the Producer and the employee so agree, the employee may work at straight time without having two (2) days off;

(ii) The Producer may require employees to take an additional day off (and such scheduling shall not be deemed to constitute a prohibited relay call), thereby avoiding premium pay; or

(iii) The Producer must pay the employee time and one-half if it requires the employee to work on the day which would otherwise be the employee's regularly-scheduled day off.

## 15. **Payroll Week**

The payroll week shall be from 12:01 a.m. Sunday to midnight Saturday.

## 16. **Pay-Off Requirements**

(a) The regular pay day will be on Thursday (holiday weeks excluded). When employee is laid off and requests pay, he or she shall be paid at time of layoff or his or her pay check will be mailed within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.

(b) If, due to the fault of the Producer, an employee does not receive wages or salary on a timely basis, the Producer shall, within

three (3) days after being so notified by the employee, issue a check in payment of same to the employee.

**17. Earnings Reports**

At the end of each quarter, the Producer will submit a list of its employees subject to this Agreement, showing each employee's earnings for that quarter.

**18. Turnaround**

An employee who has not received an eight (8) hour rest period after working more than twelve (12) hours in a day, from the time of reporting to work to dismissal, shall be paid one and one-half times his or her Regular Basic Hourly Rate for any invaded hours.

**19. Meal Periods and Meals**

Meal periods shall be not less than one-half ( $\frac{1}{2}$ ) hour nor more than one (1) hour in length. Generally an employee's first meal period shall commence within six (6) hours following the time of first call for the day. Succeeding meal periods for the same employee shall generally commence within six (6) hours after the end of the preceding meal period. If an employee is instructed to work through a meal by the Showrunner or other individual authorized to do so by the Producer, the Producer shall provide the employee with a meal and a suitable time to eat such meal.

**20. Safety**

The Producer shall make appropriate efforts to provide a safe work environment.

**21. Reporting of Accidents**

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported to the Union as soon as practicable after the accident.

**22. Committee**

During the term of the Agreement, the parties agree to form a Committee consisting of the International President of the IATSE and the President of the AMPTP, or their respective designees, to discuss concerns relating to work hours on weekends.

## **23. Better Conditions**

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided. Provided also, that the Producer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

## **24. Conflict with Laws**

In the event that any of the terms or conditions of this Agreement shall be contrary to, or unenforceable by reason of, any law or governmental decision, ruling or regulation, or if performance thereof may not be enforced hereunder because of the action of any third party, such terms or conditions shall be deemed to be severed from this Agreement, and the illegality or unenforceability thereof shall not in any manner affect or impair any other terms or conditions of this Agreement.

## **25. Grievance and Arbitration**

(a) In the event of any dispute between the Union or any of the employees subject to this Agreement with regard to the interpretation or application of the provisions of this Agreement, the procedure for resolution of such dispute shall be as follows:

Only the IATSE, acting on behalf of the employee(s) involved, and the Producer shall be parties to the grievance and arbitration process. Either the IATSE or the Producer shall have the right to file grievances against the other party. The grievance shall be in writing and shall set forth the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the production involved, the remedy sought and the names of the individuals aggrieved, when known.

The party which has received the grievance shall, within fifteen (15) working days after its receipt of the grievance, contact the aggrieved party to discuss the dispute and endeavor to resolve it. When the grievance is filed by the IATSE, the Labor Relations representative of the Producer involved shall attempt to resolve the dispute with the IATSE. Any resolution so reached by the Producer and the IATSE shall be final and binding upon all parties and any employees involved.

If the Labor Relations representative of Producer and the IATSE are unable to resolve the grievance, the matter shall be submitted to the International President of the IATSE and the President of the AMPTP, or their respective designees, for resolution. Any resolution so

reached by the Producer and the IATSE shall be final and binding upon all parties and any employees involved. If the President of the IATSE and the President of the AMPTP are unable to resolve the grievance, the matter may be submitted to arbitration by the aggrieved party in accordance with Article XXXII(b) of the IATSE Basic Agreement (except that the IATSE, rather than the Local Union, shall serve as the party to the arbitration).

(b) Any claims for the payment of wages not made the subject of a grievance within three hundred sixty-five (365) consecutive days after the employee is entitled to such wages, shall be deemed to be waived. Any dispute as to the correct amount of holiday pay, not made the subject of a grievance within three hundred sixty-five (365) consecutive days after March 15 of the calendar year next following the calendar year in which such holiday pay, as the case may be, was earned, shall be deemed to be waived.

Any other claim not presented as a grievance within (i) sixty (60) calendar days after the occurrence of the subject matter of the grievance or (ii) within sixty (60) calendar days after the employee or the Union has had a reasonable opportunity to become aware of the occurrence, whichever of (i) or (ii) is the later (but in any event not to exceed three hundred sixty-five (365) calendar days after the occurrence), shall be deemed to be waived.

(c) Requests for information from the Producer (other than routine requests for day-to-day administration of the Agreement) must be submitted by the IATSE, rather than the Local Union.

## **26. Employees in the Armed Services**

Recognizing the moral and legal responsibility to the employees subject to this Agreement who have entered into the Armed Services, the Producer and the Union agree that they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such employees to the jobs such employees held prior to their entry into the Armed Services.

Producers and the Union agree that employees temporarily holding such jobs will be displaced by such returning employees.

## **27. California Sick Leave**

(a) Accrual. Eligible employees covered by the IATSE Basic 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 (90<sup>th</sup>) day of 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.)

(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 Producer in advance.

(c) 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 or her straight time hourly rate. Temporary replacements are not covered by 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."<sup>1</sup> Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

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<sup>1</sup> "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 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 has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, as of the effective date of this Agreement, 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.

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

## 28. Waiver of Sick Time Laws

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); 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 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; 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.

**IN WITNESS WHEREOF** the parties hereto have set their hands  
on the day and year designated above.

**FOR THE ALLIANCE OF MOTION PICTURE AND  
TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES  
LISTED ON EXHIBIT "A" (ATTACHED HERETO AT PAGES  
105 TO 108)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Carol A. Lombardini  
President, AMPTP

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Matthew D. Loeb  
International President

**SCRIPT SUPERVISORS/CONTINUITY, COORDINATORS,  
ACCOUNTANTS & ALLIED PRODUCTION SPECIALISTS  
GUILD, LOCAL #871**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Crystal Hopkins  
Business Representative