

Notwithstanding anything in this subparagraph (e) to the contrary, no such displaced person shall be eligible for displacement pay if:

(i) Employer offers the training referred to in subparagraph (d) above and such person rejects it, unless the training rejected is for a job at a lower rate of pay, or

(ii) such person is offered a job by Employer at an equal or better rate of pay, or

(iii) such person accepts any job with Employer even though such job is at a lower rate of pay.

(f) Negotiation of New Rates

If any technological change results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor, and either the Employer or the Union desires to negotiate a new rate or classification for such job, the party desiring such negotiation shall give written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such notice, the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days thereafter, invoke Step Two of the grievance procedure provided in Article 11 hereof or, if they mutually agree to waive Step Two, may proceed immediately to Step Three of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step Three of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.

(g) Experimental Technological Changes

The provisions of subparagraphs (c), (d), (e) and (f) above shall not apply to any experimental technological change except that if any such change becomes other than experimental and any increased rate for a job affected thereby is negotiated pursuant to subparagraph (f) above, such increased rate shall be retroactive to the date upon which an employee commenced performing the changed services in such affected

job. As used herein, the term, "experimental technological change" shall mean a technological change which is instituted by Employer for the primary purpose of determining, under operating conditions, the feasibility and adequacy of performance of any new or modified device or equipment; provided, however, that the change shall no longer be considered experimental after the date upon which its operation by persons under the jurisdiction of this Agreement is no longer subject to supervision by the technicians or engineers concerned with its development. Nothing in this subparagraph (g) shall be construed to deprive Union of jurisdiction over any job over which it otherwise has jurisdiction hereunder.

(h) Disputes Concerning Retraining, Displacement Pay and Negotiation of New Rates

If a dispute arises between Union and Employer with respect to any determination required by subparagraphs (d), (e), (f) or (g) of this Article 7, such dispute shall be subject to the grievance procedure set forth in Article 11 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Employer's right to make technological changes.

## **ARTICLE 8. MODIFICATION AND CHANGE**

In no event shall any of the terms and conditions of this Agreement be changed, altered, amended or modified in any manner, except by ratification in the same manner as the whole of this Agreement was ratified.

## **ARTICLE 9. VIDEOTAPE JURISDICTION**

The Employer recognizes Local #52 jurisdiction when videotape is utilized on a given feature or television series covered by this Agreement with respect to property persons, grips, electricians and shop craftspersons, it being understood and agreed that the above-named stage crafts shall be utilized in the manner and as described along their craft lines as set forth in this Agreement with respect to film production. The Employer also recognizes Local #52 sound jurisdiction over the boom person and separate back-up audio recorders when videotape is utilized. With respect to jurisdiction in all other aspects of sound and other functions utilized in videotape, these will be subject to clarification as to the scope of the job functions and resolution of jurisdictional conflict with one (1) or more other union locals respecting the technological

functions involved in those aspects of the videotape operation, it being understood that such jurisdiction does not include camera use, switching or shading. All of the above is subject to the mutual agreement of the parties with respect to wage scales, working conditions and manning requirements for videotape operations.

## **ARTICLE 10. STRIKES AND LOCKOUTS**

(a) There shall be no strike, work stoppage, slowdown or lockout during the term of this Agreement.

(b) The employees shall have the right to refuse to cross any authorized picket line established by another trade union.

## **ARTICLE 11. GRIEVANCE PROCEDURE**

All complaints, disputes or questions as to the interpretation, application or performance of this Agreement shall be adjusted initially by direct negotiations between the Union and the Employer or their representatives. Should any dispute or difference arise, both parties shall endeavor to settle these in the simplest and most direct manner. No grievance can be brought after forty-five (45) days from the date of the alleged violation or from the date upon which the Union learns, or should have learned, of the alleged violation, whichever is later. The procedure shall be as follows (unless step or steps thereof are waived, combined or extended by mutual consent):

**Step 1:** The grievance shall be submitted immediately to the aggrieved employee's shop steward and the production manager representing the Employer. If the shop steward and the production manager fail to settle the grievance within the day of the occurrence, it must be submitted to Step 2.

**Step 2:** The grievance shall then be referred to the business manager of the Union or his designated representative and the Employer or its authorized representative. If no settlement is reached within ten (10) days, exclusive of Saturday, Sunday or holidays, the grievance must be submitted to arbitration as set forth in Step 3.

**Step 3:** If the dispute or difference is not settled in the second step above, either party may submit the matter to arbitration pursuant to and in accordance with the rules and procedures of the American Arbitration Association ("AAA") within ten (10) days after the reply was given in the second step, provided that in no event will the actual

hearing be held prior to the completion of the work done by Local #52 in the feature, segment of television series or other production. However, the Labor Relations representative of the Employer and the Union may agree to hold a hearing prior to that time.

(a) If the parties cannot mutually agree upon an arbitrator, an arbitrator shall be selected pursuant to the rules and procedures of the AAA. The parties shall jointly pay the cost of the arbitrator's services.

(b) The decision of the arbitrator shall be final and binding on the parties.

(c) When and in the event the grievance concerns a payment of wages, the sum in question will be placed in escrow by the Employer in an account in a local bank indicating the Employer and the Union as joint owners of said account, with said escrow to be released to the parties as their interests may appear upon the arbitrator's final determination.

## **ARTICLE 12. WAGES TO CORPORATIONS**

All wages and other payments required under this Agreement for services rendered shall be made directly to the employee engaged after all appropriate employment taxes have been deducted. No employee engaged under this Agreement may request that any payments be made to any corporation. No Employer shall make any such payments to any corporation.

## **ARTICLE 13. POLICY**

It is the policy of the Employer not to evade intentionally the provisions of this Agreement by participating in a covered production by providing financing or the guarantee thereof for a covered production, which production has direct labor costs for bargaining unit work (other than a minimal amount) less favorable than those provided for under this Agreement or other applicable collective bargaining agreements. Nothing in this Article shall be deemed to extend the scope of jurisdiction of this Agreement. Subcontracting, negative pick-up transactions, distribution transactions, and production-distribution transactions which are *bona fide* are not prohibited.

## **ARTICLE 14. SEVERABILITY**

Should any provision of this Agreement or the application of such provision to any person or circumstance be held in conflict with a provision of law, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held in conflict with a provision of law, shall not be affected thereby.

## **ARTICLE 15. TERM OF AGREEMENT AND EFFECTIVE DATE**

The term of this Agreement shall be from May 16, 2018 to and including May 15, 2021. The provisions of this Agreement shall be effective as of May 16, 2018, except that when an effective date other than May 16, 2018 is specified, the provision shall be effective on the date specified.

On or before April 16, 2021, the parties hereto shall meet to confer for the purpose of negotiating the terms of a new agreement to take effect on May 16, 2021.

## **ARTICLE 16. SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT**

The parties have agreed to enter into a Supplemental Digital Production Agreement establishing terms and conditions of employment for employees employed in the classifications covered under this Agreement within the geographical jurisdiction of this Agreement in making digital recordings. As part of this Agreement, the Employers agree to recognize Local #52 as the exclusive bargaining representative of the following two classifications:

- (a) video controller/shader/playback technicians; and
- (b) digital utility persons.

## **ARTICLE 17. 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.*); 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; and any other ordinance, statute or law requiring paid sick leave that is hereinafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

## **HOURS OF EMPLOYMENT AND WORKING CONDITIONS**

### **PART A. WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN NEW YORK AND/OR NEW JERSEY**

The following working conditions apply to employees working in New York and/or New Jersey on theatrical or television motion pictures.

#### **SECTION 1. WAGE SCALES**

(a) During the term of this Agreement, the minimum wage scales shall be as follows:

(1) Minimum daily rates for employees working on theatrical motion pictures shooting in New York and New Jersey:

<b>CATEGORY</b>	<b>5/13/18 - 5/18/19</b>	<b>5/19/19 - 5/16/20</b>	<b>5/17/20 - 5/15/21</b>
<b>SOUND:</b>			
Production Mixer	\$526.24	\$542.03	\$558.29
Boom Person	420.23	432.84	445.83
Utility Person	420.23	432.84	445.83
<b>DEPARTMENT HEADS:</b>			
Shop Craftsperson	441.73	454.98	468.63
Electrician	411.92	424.28	437.01
Property Person	411.92	424.28	437.01
Grip	411.92	424.28	437.01
Drapery Person	411.92	424.28	437.01
Generator Person	411.92	424.28	437.01
<b>FOREMEN:</b>			
Shop Craftsperson	417.45	429.97	442.87
Electrician	359.87	370.67	381.79
Property Person	359.87	370.67	381.79
Grip	359.87	370.67	381.79

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CATEGORY	5/13/18 - 5/18/19	5/19/19 - 5/16/20	5/17/20 - 5/15/21
<b>OPERATORS:</b>			
Shop Craftsperson	\$400.34	\$412.35	\$424.72
Electrician	344.10	354.42	365.05
Property Person	344.10	354.42	365.05
Grip	344.10	354.42	365.05

(2) Minimum daily rates for employees working on television motion pictures shooting in New York and New Jersey, except for long-form television motion pictures, pilots and one-hour series:

CATEGORY	5/13/18 - 5/18/19	5/19/19 - 5/16/20	5/17/20 - 5/15/21
<b>SOUND:</b>			
Production Mixer	\$526.24	\$542.03	\$558.29
Boom Person	416.08	428.56	441.42
Utility Person	416.08	428.56	441.42
<b>DEPARTMENT HEADS:</b>			
Shop Craftsperson	441.73	454.98	468.63
Electrician	411.92	424.28	437.01
Property Person	411.92	424.28	437.01
Grip	411.92	424.28	437.01
Drapery Person	411.92	424.28	437.01
Generator Person	411.92	424.28	437.01
<b>FOREMEN:</b>			
Shop Craftsperson	411.92	424.28	437.01
Electrician	354.31	364.94	375.89
Property Person	354.31	364.94	375.89
Grip	354.31	364.94	375.89
<b>OPERATORS:</b>			
Shop Craftsperson	397.60	409.53	421.82
Electrician	341.34	351.58	362.13

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<b>CATEGORY</b>	<b>5/13/18 - 5/18/19</b>	<b>5/19/19 - 5/16/20</b>	<b>5/17/20 - 5/15/21</b>
Property Person	\$341.34	\$351.58	\$362.13
Grip	341.34	351.58	362.13

(3) Minimum daily rates for employees working on long-form television motion pictures and pilots shooting in New York and New Jersey:

<b>CATEGORY</b>	<b>5/13/18 - 5/18/19</b>	<b>5/19/19 - 5/16/20</b>	<b>5/17/20 - 5/15/21</b>
<b>SOUND:</b>			
Production Mixer	\$484.80	\$499.34	\$514.32
Boom Person	379.64	391.03	402.76
Utility Person	379.64	391.03	402.76
<b>DEPARTMENT HEADS:</b>			
Shop Craftsperson	407.07	419.28	431.86
Electrician	379.64	391.03	402.76
Property Person	379.64	391.03	402.76
Grip	379.64	391.03	402.76
Drapery Person	379.64	391.03	402.76
Generator Person	379.64	391.03	402.76
<b>FOREMEN:</b>			
Shop Craftsperson	379.64	391.03	402.76
Electrician	326.65	336.45	346.54
Property Person	326.65	336.45	346.54
Grip	326.65	336.45	346.54
<b>OPERATORS:</b>			
Shop Craftsperson	358.82	369.58	380.67
Electrician	307.03	316.24	325.73
Property Person	307.03	316.24	325.73
Grip	307.03	316.24	325.73

(4) Minimum daily rates for employees working on one-hour series shooting in New York and New Jersey which began production prior to May 16, 2006:

<b>CATEGORY</b>	<b>5/13/18 - 5/18/19</b>	<b>5/19/19 - 5/16/20</b>	<b>5/17/20 - 5/15/21</b>
<b>SOUND:</b>			
Production Mixer	\$511.13	\$526.46	\$542.25
Boom Person	404.31	416.44	428.93
Utility Person	404.31	416.44	428.93
<b>DEPARTMENT HEADS:</b>			
Shop Craftsperson	429.11	441.98	455.24
Electrician	400.17	412.18	424.55
Property Person	400.17	412.18	424.55
Grip	400.17	412.18	424.55
Drapery Person	400.17	412.18	424.55
Generator Person	400.17	412.18	424.55
<b>FOREMEN:</b>			
Shop Craftsperson	400.17	412.18	424.55
Electrician	344.23	354.56	365.20
Property Person	344.23	354.56	365.20
Grip	344.23	354.56	365.20
<b>OPERATORS:</b>			
Shop Craftsperson	386.50	398.10	410.04
Electrician	331.88	341.84	352.10
Property Person	331.88	341.84	352.10
Grip	331.88	341.84	352.10

(5) Minimum daily rates for employees working on new one-hour series in New York and New Jersey which began production on or after May 16, 2006:

	<b>New One-Hour Series in its First or Second Season During the Period</b>		
<b>CATEGORY</b>	<b>5/13/18 - 5/18/19</b>	<b>5/19/19 - 5/16/20</b>	<b>5/17/20 - 5/15/21</b>
<b>SOUND:</b>			
Production Mixer	\$510.91	\$526.24	\$542.03
Boom Person	404.99	417.23	429.84
Utility Person	404.99	417.23	429.84
<b>DEPARTMENT HEADS:</b>			
Shop Craftsperson	428.86	441.73	454.98
Electrician	399.92	411.92	424.28
Property Person	399.92	411.92	424.28
Grip	399.92	411.92	424.28
Drapery Person	399.92	411.92	424.28
Generator Person	399.92	411.92	424.28
<b>FOREMEN:</b>			
Shop Craftsperson	401.29	413.45	425.97
Electrician	345.39	355.87	366.67
Property Person	345.39	355.87	366.67
Grip	345.39	355.87	366.67
<b>OPERATORS:</b>			
Shop Craftsperson	386.68	398.34	410.35
Electrician	332.08	342.10	352.42
Property Person	332.08	342.10	352.42
Grip	332.08	342.10	352.42