

**MOTION PICTURE STUDIO MECHANICS,  
LOCAL #52, I.A.T.S.E.**

**FEATURE AND TELEVISION PRODUCTION CONTRACT  
WITH MAJOR PRODUCERS**

**May 16, 2018 - May 15, 2021**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. AND M.P.T.A.A.C. OF THE UNITED STATES,  
ITS TERRITORIES AND CANADA  
FEATURE AND TELEVISION PRODUCTION CONTRACT**

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**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. AND M.P.T.A.A.C. OF THE UNITED STATES,  
ITS TERRITORIES AND CANADA  
FEATURE AND TELEVISION PRODUCTION CONTRACT**

**THIS AGREEMENT** is dated as of this 16th day of May, 2018, by and between Motion Picture Studio Mechanics, Local #52, I.A.T.S.E. and M.P.T.A.A.C. of the United States, its Territories and Canada (hereinafter referred to as "Local #52" or "the Union"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter referred to as the "AMPTP"), on behalf of the Employers listed in Exhibit "A" attached hereto, all of which constitute a multi-employer bargaining unit (each hereinafter referred to individually as "the Employer" and collectively referred to as "the Employers"), on the other hand. In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

**GENERAL PROVISIONS**

**ARTICLE 1. UNION RECOGNITION AND JURISDICTION**

(a) Local #52 warrants and represents that it has been designated the collective bargaining agent by a majority of the employees in the classifications hereinafter set forth.

(b) The Employer hereby recognizes Local #52 as the exclusive collective bargaining agent for all of its employees in such classifications, except first aid employees,<sup>1</sup> in the States of New York, New Jersey, Connecticut, Delaware and Pennsylvania (except in the city of Pittsburgh and in that area of Pennsylvania within a fifty (50) mile radius of the city of Pittsburgh).

The Employer hereby recognizes Local #52 as the exclusive collective bargaining agent for first aid employees who are employed directly by the Employer or through a Payroll Company within fifty (50) miles of Columbus Circle, on all of Long Island, and within a fifty (50) mile radius of Independence Hall in Philadelphia, Pennsylvania.

(c) The Employer hereby recognizes Local #52 as having jurisdiction over wardrobe personnel engaged at locations within the

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<sup>1</sup> During the 2012 negotiations, the bargaining parties agreed to substitute the term "first aid employees" for the term "medics" on the condition and with the understanding that this change was not a substantive change and did not enlarge or diminish the scope of the bargaining unit.

geographical jurisdiction of Local #52 which are more than fifty (50) miles from Columbus Circle in the City of New York. Nothing herein shall prohibit the Employer from utilizing wardrobe personnel engaged under a collective bargaining agreement with IATSE, Local #705 or IATSE, Local #764 at such locations.

## **ARTICLE 2. OVERSCALE / DEAL MEMOS**

- (a) An employee now receiving wages over and above the minimum scales hereinbefore provided shall not have his wages reduced during the term of his agreement.
- (b) Upon an Employer's request, the Union will meet with the Employer to work out appropriate form deal memos. If the parties reach agreement upon a form deal memo, the Union will not object to requests by the Employer that employees sign such form deal memo.

## **ARTICLE 3. CREWS**

- (a) No person other than an employee hereunder shall be permitted to handle, place, operate or procure scenery, property, special effects, electrical effects, electrical equipment, sound effects, sound accessories, or playback equipment at any time or to construct any of the foregoing where such work is done by or under the control of the Employer; and no interchangeability among the crafts shall be allowed.
- (b) Except as provided in Article 3(c) below, a minimum crew shall be required at the start of each call, which shall consist of the necessary department heads. Additional crew members on each job, consisting of persons necessary to operate same, shall be added, either at the start of the call or during the call as the production requires. A rigging crew or set-up crew shall be a separate unit from the shooting crew, and shall be subject to a separate call and separate wrap from that of the shooting crew.

- (c) The sound crew shall be subject to a call separate from the call of the minimum crew. When sound is recorded, a sound crew consisting of a production mixer and the boom man shall be a mandatory part of the sound crew. Whether a utility sound person shall be part of the sound crew shall be subject to the mutual agreement of the production mixer and the producer, with the understanding that, if agreed upon, the utility sound person may perform any duties except mixing.

## **ARTICLE 4. ACCESS TO PREMISES**

An accredited representative of Local #52 shall be permitted access to any studio or job at all times.

## **ARTICLE 5. PRIOR OBLIGATION**

As Local #52 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts Machine Operators of the United States, its Territories and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation which Local #52 owes to such International Alliance by reason of a prior obligation.

## **ARTICLE 6. NO DISCRIMINATION**

Each of the parties hereto agrees not to discriminate against any person or employee in respect to hire, tenure or other condition of employment because of race, color, religion, sex or national origin.

## **ARTICLE 7. TECHNOLOGICAL CHANGE**

### **(a) Definition of Technological Change**

As used herein, the term "technological change" means the introduction of any new or modified devices or equipment for the purpose of performing any work by employees covered by this Agreement which directly results in a change in the number of employees employed under this Agreement or which 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.

### **(b) Employer's Right to Institute Technological Changes**

The parties hereto agree that Employer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Employer's right to make technological changes shall be subject to the provisions of subparagraphs (c), (d), (e) and (f) of this Article 7.

(c) Notice of Technological Change

If Employer proposes to make any technological change, it shall give written notice thereof to the Union and to any other Union affected by such change. Such notice shall be given as soon as possible but not less than thirty (30) days prior to instituting such change.

(d) Retraining

If any technological change permanently displaces any person in the performance of his job classification for Employer, and

(1) such person, as of the date of such displacement, has been employed by Employer for two hundred (200) or more work days (including paid vacation days as work days) within a consecutive three hundred sixty-five (365) day period calculated backwards from the date of severance; and

(2) such person is qualified to be retrained for an available job resulting from such technological change or for other jobs which Employer has available within Union's jurisdiction, then:

Employer agrees to endeavor to retrain such person for such available job at Employer's expense, in which event the provisions of subparagraph (e), below, shall not apply. Union agrees, notwithstanding anything in this Agreement to the contrary, to permit such retraining and to cooperate with Employer with respect thereto. Any such person offered retraining pursuant to this subparagraph (d) shall, of course, have the right to reject the same, but any such rejection shall discharge Employer's obligations under this Article 7 unless the job opportunity for which Employer offered retraining was at a lower rate of pay than the job from which employee is being displaced.

(e) Displacement Pay

If any such technological change permanently displaces any person in the performance of his job classification for Employer, and

(1) such person, as of the date of such displacement, is entitled to be credited with at least one (1) "qualified year," as that term is defined below, arising out of his employment by Employer; and

(2) such person makes written application to Employer within thirty (30) days after such displacement to receive displacement pay (as herein defined), then:

Employer shall pay him the amount of compensation set forth in the table below.

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 displacement, in each of which the employee has been employed by Employer 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 Employer, such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be "bridged" for displacement 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 Employer 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 exception:

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 displacement, 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 displacement, in which case he shall be credited with one (1) qualified year.

Qualified Years as of the Date of Displacement	Number of Weeks of Displacement Pay Payable
1 or 2	1
3	1½
4	2
5 to 9 (inclusive)	3
10 or 11	5
12 or 13	6
14 or 15	7
16 or 17	8
18 or 19	9
20 or more	10

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:

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	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

*(continued)*

*(continued)*

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

*(continued)*

*(continued)*

CATEGORY	5/13/18 - 5/18/19	5/19/19 - 5/16/20	5/17/20 - 5/15/21
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:

CATEGORY	5/13/18 - 5/18/19	5/19/19 - 5/16/20	5/17/20 - 5/15/21
<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:

CATEGORY	5/13/18 - 5/18/19	5/19/19 - 5/16/20	5/17/20 - 5/15/21
<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

<b>New One-Hour Series in its Third or Subsequent 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	\$526.24	\$542.03	\$558.29
Boom Person	417.23	429.84	442.83
Utility Person	417.23	429.84	442.83
<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	413.45	425.97	438.87
Electrician	355.87	366.67	377.79
Property Person	355.87	366.67	377.79
Grip	355.87	366.67	377.79
<b>OPERATORS:</b>			
Shop Craftsperson	398.34	410.35	422.72
Electrician	342.10	352.42	363.05
Property Person	342.10	352.42	363.05
Grip	342.10	352.42	363.05

(b) The weekly rate for a temporary employee hired by the week shall be five (5) times the applicable daily rate.

(c) The Employer shall submit to Local #52's office a monthly report of the earnings of all employees employed under this Agreement.

(d) Wage scales for employees that work on production locations outside the New York City Zone (*i.e.*, Long Island, the five (5) boroughs

of New York City and within thirty (30) miles of Columbus Circle) shall be reduced by ten percent (10%) with respect to weekly employment.

## **SECTION 2. PAYMENT OF WAGES**

The regular pay day will be on Thursday (holiday weeks excluded) (Friday on distant location) for all work performed during the previous payroll week. The payroll week shall be from midnight Saturday to midnight Saturday. All employees will be paid in cash and only by check when adequate check cashing facilities are available or provided by the Employer or when the Employer makes direct deposit available to the employee at no cost to the employee.

## **SECTION 3. MINIMUM CALL**

Employees required to work shall receive a minimum of eight (8) hours pay for each such call.

## **SECTION 4. REST PERIOD**

(a) (1) There shall be at least a nine (9) hour rest period between the termination of work on one work call and the commencement of the next work call. This shall be an invadable nine (9) hour turnaround period.

(2) When the Rest Period Starts and Ends

(i) For Employees Reporting to a Location in the Thirty (30) Mile Zone, Within the Area Bounded by 125<sup>th</sup> Street and the Battery

In the New York metropolitan area, when an employee is required to report to a location within the 30-mile zone (as defined in Section 5(a)), and within the area bounded by 125th Street and the Battery, the rest period shall commence at the time of dismissal at the location and, if called to work by the same Employer at a similar zone location the following day, end at the call time for the next day.

(ii) For Employees Reporting to a Location Within the Thirty (30) Mile Zone, But Outside the Area Bounded by 125th Street and the Battery

In the New York metropolitan area, if an employee is required to report to a location within the 30-mile zone (as defined in Section 5(a)), but outside the area between 125th Street and the Battery, the rest period shall be deemed to commence at the time that results when the amount of time required for the employee to travel from such location back to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee's dismissal time.

If the employee reports to a location within the 30-mile zone (as defined in Section 5(a)), but outside the area between 125th Street and the Battery for the same Employer on the following day, then the rest period ends when the amount of time required for the employee to travel from either a mutually-agreed upon point in the area bounded by 125th and the Battery or from the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time.

For example, suppose an employee is required to report to Newark. The employee is dismissed from work at 9:00 p.m. Suppose the agreed-upon travel time from Newark to reach the perimeter of the area between 125th Street and the Battery is one-half hour. The employee's rest period begins at 9:30 p.m. Suppose the employee is required to report to Newark for the same Employer the following day at 7:00 a.m. The employee's rest period ends at 6:30 a.m.

(iii) For Employees Reporting to a Studio

In the New York metropolitan area, when an employee is required to report to a studio located within the 30-mile zone (as defined in Section 5(a)), the rest period shall commence at the time of dismissal at the studio and, if called to work at the studio by the same Employer the following day, end at the call time for the next day.

(iv) For Employees Reporting to Work on Nearby Locations

In the New York metropolitan area, if an employee is required to report to a location outside the 30-mile zone (as defined in Section 5(a)), then the rest period shall be deemed to commence at the time that results when the amount of time required for

the employee to travel from the location to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee's dismissal time and ends when the amount of time required for the employee to travel from a mutually-agreed upon point in the area bounded by 125th Street and the Battery or from the perimeter of the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time, if called to work by the same Employer at a nearby location on the following day.

For example, an employee is required to report for work to Princeton, N.J. The employee is dismissed from work at 8:00 p.m. Suppose the agreed-upon travel time from Princeton to the perimeter of the area bounded by 125th Street and the Battery is one and one-half (1½) hours. The employee's rest period begins at 9:30 p.m. Suppose the employee is required to report to Princeton the following day at 8:00 a.m. The employee's rest period ends at 6:30 a.m.

(v) A designated representative of the Employer and a designated representative of the Union shall determine the amount of time needed to travel between the location and either the mutually-agreed upon point within the area bounded by 125th Street and the Battery or the perimeter of the area bounded by 125th Street and the Battery. In the event of a dispute, the matter shall be referred to the employees' bargaining representative and to the Labor Relations representative of the Employer for resolution.

(3) The penalty for invasion of the rest period (*i.e.*, for allowing less than the nine (9) hour rest period between the termination of work on one call and the commencement of work on the next call) shall be a payment for invaded hours only at an additional straight time.

(b) (1) The following shall apply to employees working on theatrical motion pictures shooting within a fifty (50) mile radius of Columbus Circle: Any employee who is required to work more than fourteen (14) consecutive hours, including meal periods (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and who does not receive a ten (10) hour rest period thereafter shall be paid, when he resumes work, two and one-half times (2½) the employee's regular basic hourly rate for all such hours worked in excess of fourteen (14) until the employee receives a ten (10) hour rest period.

(2) The following shall apply to employees working on theatrical motion pictures shooting outside a fifty (50) mile radius from Columbus Circle or on any television motion picture: Any employee who is required to work more than fourteen (14) consecutive hours,

including meal periods (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and who does not receive a ten (10) hour rest period thereafter shall continue to be paid, when he resumes work, at the rate in effect for such employee at the end of the first call for all such hours worked in excess of fourteen (14) until the employee receives a ten (10) hour rest period.

## **SECTION 5. REPORT TO LOCATIONS**

The following shall apply in the New York metropolitan area:

**(a) The Thirty (30) Mile Zone**

Any location within a radius of thirty (30) miles of Columbus Circle (the “thirty (30) mile report-to zone”), other than Sandy Hook, New Jersey, shall be a report-to location without any travel payment requirement. When an employee reports for work within the thirty (30) mile report-to zone (whether at a studio or a location), the employee’s call time shall commence at the studio or location and shall end when dismissed at such studio or location.

**(b) Nearby Locations**

Any employee who is required to report to a nearby location (*i.e.*, a location other than a distant (overnight) location which is outside the 30-mile report-to zone) shall be paid mileage based on thirty cents (\$.30) per mile computed from the perimeter of the area bounded by 125th Street and the Battery to such location and return from such location to the perimeter of such area. In that case, the employee’s work time shall commence at the time which results when the amount of time needed to travel to the location either from a mutually-agreed upon point in the area bounded by 125th and the Battery or from the perimeter of the area bounded by 125th Street and the Battery is added to the call time and shall end at the time which results when the amount of time needed to travel from the location to either such mutually-agreed upon point or to the perimeter of the area bounded by 125th Street and the Battery is added to the dismissal time.

**(c)** A designated representative of the Employer and a designated representative of the Union shall determine the amount of time needed to travel between the location and either the mutually-agreed upon point or the perimeter of the area bounded by 125th Street and the Battery. In the event of a dispute, the matter shall be referred to the Business Representative of the Union and to the Labor Relations representative of the Employer for resolution.

## **SECTION 6. MEALS ON LOCATION**

- (a) Employees on location out of town shall be allowed the sum of \$4.50 for breakfast, \$6.50 for lunch, and \$12.00 for dinner, plus first class hotel accommodations, if available.
- (b) Meal allowances shall not be required if a meal appropriate to the time of day is provided by the Employer.

## **SECTION 7. TRANSPORTATION, TRAVEL TIME AND IDLE DAYS**

- (a) First class transportation shall be furnished by the Employer to and from location with lower berth accommodations whenever possible and all regular meals while traveling. Travel by tourist accommodations in a plane of a regularly-scheduled commercial airline shall be deemed "first class" transportation for this purpose.
- (b) 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 traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.
- (c) When an employee has worked during the day and is required to travel in excess of the regular eight (8) hour work schedule, he shall be paid for the hours spent in travel at the rate of time and one-half (1½), except that such travel time paid shall not exceed four (4) hours at time and one-half (1½) during each twenty-four (24) hour period running from 8:30 a.m. to 8:30 a.m.
- (d) Employees who work on production locations and who are required by the Employer to be lodged overnight away from home shall receive four (4) hours' pay at scale plus eight (8) hours of pension and health contributions for unworked sixth and/or seventh days. The parties confirm that the four (4) hours of pay shall not be considered work time.

### **SECTION 7.1 COURTESY HOUSING OR TRANSPORTATION WITHIN NEW YORK THIRTY MILE ZONE**

Effective October 29, 2018, 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 and who advises the Employer that he/she is too tired to drive home

safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's expense.<sup>2</sup> The Employer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.

## **SECTION 8. EMPLOYMENT LIST NOTICE**

The Employer will file with Local #52, on or before the first day of shooting, a list of the then-known employees furnished by Local #52, I.A.T.S.E. at the request of the Employer and their respective rates of pay. The employment list will be kept current whether the number of employees is increased or decreased and a supplementary list shall be furnished to Local #52 at the completion of the photography.

## **SECTION 9. NOTIFICATION AND CANCELLATION OF CALLS; TERMINATION OF SERVICES**

### **(a) Notification of Call**

(1) All members of the crew shall be notified of the time of their next day's call prior to their dismissal on the previous work day. However, the provisions of Section 9(c) below (termination of an employee hired at the daily rate) shall remain in full force and effect.

(2) Effective October 29, 2018, the Employer may issue a "weather-permitting" call for snow, sleet, ice storms or hurricanes which may be cancelled up to four (4) hours prior to the call time. In the event the employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, which shall be subject to pension, health and IAP contributions; however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call. The foregoing is in addition to the Employer's rights under Section 9(b) below. Local #52 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this paragraph for other weather conditions.

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<sup>2</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

**(b) Cancellation of Call**

(1) For the period commencing May 16, 2018 to and including October 28, 2018, Local #52 agrees that it will not unreasonably deny a request by the Employer to cancel calls due to inclement weather (snow, sleet, ice storms, hurricanes) for those employees working within a fifty (50) mile radius of Columbus Circle. The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. This provision shall also be applicable to calls for the first day of a new workweek (*e.g.*, Monday) so long as the Employer makes an effort to inform employees on the last day of the preceding workweek (*i.e.*, Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (*i.e.*, Sunday in the case of a Monday call).

(2) Effective October 29, 2018, the Employer may cancel calls due to inclement weather (snow, sleet, ice storms, hurricanes) for those employees working within a fifty (50) mile radius of Columbus Circle, provided that the Employer provides notice to the Union as soon as practicable. The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. The Employer may also cancel calls for the first day of a new workweek (*e.g.*, Monday) so long as the Employer makes an effort to inform employees on the last day of the preceding workweek (*i.e.*, Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (*i.e.*, Sunday in the case of a Monday call). Local #52 agrees that it will not unreasonably deny a request by the Employer to cancel a call under this subparagraph (b)(2) due to other weather conditions.

(c) When an “off production” employee is hired at the daily rate, he shall be notified prior to 3:00 p.m. by the Employer if his work is to terminate at the end of that particular day. When an “on production” employee is hired at the daily rate, he shall be notified prior to 5:00 p.m. by the Employer if his work is to terminate at the end of that particular day. (It shall be the responsibility of the heads of department of Local #52 to ask for this information and, in the event of failure to do so, the following sentence will not apply.) In the event that such notice is not given, it shall be construed that the employee is to report for work the following day.

(d) When the services of a daily employee are terminated, he shall be paid all monies due him under the Agreement, in cash or by check, within seven (7) calendar days after termination.

## **SECTION 10. WORKING IN HIGHER CLASSIFICATION**

(a) If two (2) or more hours of the workday are worked pursuant to a designated supervisor's authorization in a higher classification than the classification under which the employee is called for work, the higher rate shall prevail for the entire workday. The employee reverts to his regular classification the next day unless notified to the contrary.

(b) Each production unit shall be manned by heads of departments.

## **SECTION 11. HOLIDAYS**

(a) The following holidays shall be recognized for employees employed under the provisions of Part A of this Agreement: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Any holiday designated by federal statute shall be considered to fall on the day so designated except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the following Monday. All work performed on a holiday shall be paid in accordance with the provisions for work on an employee's seventh day of work within a workweek as set forth in Section 21(c) below.

(b) Except as otherwise provided in this Agreement, each employee employed under Part A of this Agreement shall be entitled to an unworked holiday pay benefit as payment for holidays not worked, which shall be computed based on 3.719% of the employee's annual straight time work earnings. Any amounts paid by the Employer for such unworked holidays shall be offset against the 3.719% payment due, it being understood that the right of offset against unworked holiday pay provided hereunder shall be neither greater than nor less than the right of offset provided to the Employer under the Producer – IATSE West Coast Studio Local Agreements. Payment for unworked holidays shall be made in a lump sum in a separate check issued either at the end of the television season or upon completion of a theatrical production.

Notwithstanding the foregoing paragraph:

(1) There shall be no unworked holiday pay for long-form television productions or pilots.

(2) For any one-hour episodic series other than a “new” one-hour episodic series (*i.e.*, one that started before May 16, 2006), unworked holiday pay shall be paid as provided in this Section 11(b) (*i.e.*, at 3.719% of the employee’s annual straight time work earnings). Unworked holiday pay for new one-hour series shall be governed by the provisions of the attached Sideletter re “Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences on or After May 16, 2006.”

## **SECTION 12. PENSION, HEALTH AND INDIVIDUAL ACCOUNT PLANS**

### **(a) Merger of Plans**

Effective January 1, 2004, the Pension Fund of Local #52, I.A.T.S.E., the Welfare Fund of Local #52, I.A.T.S.E. and the Local #52 Reserve (Annuity) Trust Fund merged with the Motion Picture Industry Pension, Health and Individual Account Plans.

### **(b) Impact on Post '60s and Supplemental Markets Payments**

The merger of the Local #52 Funds and the Industry Plans shall have no impact on the calculation of or amount payable under the Post '60s and Supplemental Markets provisions of the Producer – I.A.T.S.E. Basic Agreement, the Producer – I.A.T.S.E. Videotape Electronics Supplemental Basic Agreement or the Producer – I.A.T.S.E. Supplemental Digital Production Agreement.

In consideration of the merger agreement, and the Employers’ agreement with the pension and health contribution provisions set forth below, Local #52 and the IATSE separately agree that the IATSE will execute a separate letter of agreement affirming that, prior to the expiration date of this Agreement, it will not propose any change in the payment due under the Post '60s or Supplemental Markets provisions of the IATSE Basic Agreement which takes into account, is tied to, or is by reason of the fact that individuals have been employed on the motion picture under the Local #52 Agreement, the number of individuals employed under the Local #52 Agreement or the salaries paid to individuals employed under the Local # 52 Agreement.

(c) Pension, Health and Individual Account Plan Contribution Rates

(1) Pension and Health – Basic Rate

An Employer which qualifies as a “15 Million Contributor” (as defined below) shall make pension and health contributions on behalf of employees covered by Part A of this Agreement to the Motion Picture Industry Pension and Health Plans as follows:

(i) Pension Plan

Employer shall pay into the Pension Plan a total of one dollar eighty and sixty-five hundredths cents (\$1.8065) for each hour worked by or guaranteed an employee by such Employer during the period May 16, 2018 to and including May 15, 2021.

(ii) Health Plan

(A) 1) For the period commencing May 16, 2018 to and including July 28, 2018, the Employer shall pay into the Health Plan four dollars eleven and three-tenths cents (\$4.113) for each hour worked by or guaranteed an employee by such Employer on or after May 16, 2018 to and including July 28, 2018 under the terms of this Agreement, including “straight time” and “overtime” hours on any day worked.

2) For the period commencing July 29, 2018 to and including August 3, 2019, the Employer shall pay into the Health Plan four dollars thirty-one and three-tenths cents (\$4.313) for each hour worked by or guaranteed an employee by such Employer on or after July 29, 2018 to and including August 3, 2019 under the terms of this Agreement, including “straight time” and “overtime” hours on any day worked.

3) For the period commencing August 4, 2019 to and including August 1, 2020, the Employer shall pay into the Health Plan four dollars forty-one and three-tenths cents (\$4.413) for each hour worked by or guaranteed an employee by such Employer on or after August 4, 2019 to and including August 1, 2020 under the terms of this Agreement, including “straight time” and “overtime” hours on any day worked.

4) For the period commencing August 2, 2020 to and including May 15, 2021, the Employer shall pay into the

Health Plan four dollars fifty-one and three-tenths cents (\$4.513) for each hour worked by or guaranteed an employee by such Employer on or after August 2, 2020 to and including May 15, 2021 under the terms of this Agreement, including “straight time” and “overtime” hours on any day worked.

It is understood that any Employer which has been recognized or is hereafter recognized by the Motion Picture Industry Pension and Health Plans as a “15 Million Contributor,” and any entity related to or affiliated with such Employer that exists now or may exist in the future, qualifies as a “\$15 Million Contributor.”

(B) For a dental plan, the Employer shall pay into the Health Plan eighteen and seven-tenths cents (18.7¢) for each hour worked by or guaranteed an employee by such Employer on or after May 16, 2018 under the terms of this Agreement, including “straight time” or “overtime” hours on any day worked.

(C) For a vision care plan, the Employer shall pay into the Health Plan five cents (\$0.05) for each hour worked by or guaranteed an employee by such Employer on or after May 16, 2018 under the terms of this Agreement, including “straight time” and “overtime” hours for any day worked.

**(iii) Retired Employees Fund of the Health Plan**

(A) Employer shall pay to the Industry Pension Plan, as agent for transmittal to the Motion Picture Industry Health Plan – Retired Employees Fund, thirty cents (\$0.30) for each hour worked by or guaranteed an employee by such Employer on or after May 16, 2018 to and including May 15, 2021 under the terms of this Agreement, including “straight time” and “overtime” hours on any day worked.

(B) For a dental plan, the Employer shall pay into the Retired Employees Fund five and one-tenth cents (5.1¢) for each hour worked by or guaranteed an employee by such Employer on or after May 16, 2018 under the terms of this Agreement, including “straight time” and “overtime” hours on any day worked.

(C) For a vision care plan, the Employer shall pay into the Retired Employees Fund two cents (2.0¢) for each hour worked by or guaranteed an employee by such Employer on or after May 16, 2018 under the terms of this Agreement, including “straight time” and “overtime” hours for any day worked.

**(2) Pension and Health – Actual Cost Rate**

An Employer which does not qualify as a “\$15 Million Contributor” shall make pension and health contributions on behalf of employees covered by Part A of this Agreement to the Motion Picture Industry Pension and Health Plans at rates based on the determination of the actuaries and consultants to be the actual hourly cost of benefits and approved by the Directors of the Industry Plans (“Actual Cost Rate”).<sup>3</sup> The “Actual Cost Rate” shall be subject to adjustment not more frequently than once per year.

**(3) Individual Account Plan**

The Employer shall contribute to the Individual Account Plan six percent (6%) of the scale regular basic hourly rate of pay for all hours worked or guaranteed on behalf of each employee employed under Part A of this Agreement.

**(4)** If, at any time during the term of this Agreement, the consultants project that the level of reserves in the Active Employees Fund will fall below six (6) months, or that the level of reserves in the Retired Employees Fund will fall below eight (8) months, then up to one percent (1%) shall be reallocated from wages and/or the Individual Account Plan, or any combination thereof, as determined by the IATSE, until such time as the reserves are restored to the six (6) or eight (8) month level, as applicable. It is understood that this may occur more than once during the term of the Agreement.

**(d) Administration of Plans**

Local #52 shall be considered an employer solely for the purpose of being allowed to make contributions to the Motion Picture Industry Pension, Health and Individual Account Plans on behalf of its officers and employees.

**(e)** The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the pension improvements negotiated for the bargaining unit under the 2018 Producer-IATSE Basic Agreement shall likewise apply to the Local #52 bargaining unit, as follows:

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<sup>3</sup> The “Actual Cost Rate” as of May 16, 2018 is \$4.413 per hour to the Pension Plan, \$8.415 per hour to the Active Employees Health Plan and \$1.960 per hour to the Retired Employees Health Plan, for a total of \$14.788 per hour.

(1) Pension Benefit Increase for Active Participants

(i) Contingent Pension Benefit Increase for Active Participants Effective January 1, 2021

Effective January 1, 2021, increase the pension benefit accrual rates set forth in (A) through (C) below by ten percent (10%) for Credited Hours accumulated on or after January 1, 2017 through December 31, 2020 for those individuals who are active participants in the Pension Plan on or after January 1, 2017, provided that these new pension amounts or accrual rates shall not apply to pensions that went into pay status before January 1, 2017 and, provided further, that as soon as practicable following the end of the first quarter of 2021, the Health Plan's consultants, in conjunction with the Pension Plan's actuaries, certify that each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves as of January 1, 2021, based upon the assumptions and methodologies, including but not limited to the funding priorities established for Supplemental Markets and Post '60s contributions, approved by the bargaining parties. For those individuals who had a Break in Service during the period commencing with January 1, 2017 to and including December 31, 2020, the increase shall apply only to Credited Hours accumulated after the date of the most recent Break in Service. (For example, an active participant in the Pension Plan on January 1, 2021 who failed to accumulate at least two hundred (200) Vested Hours in 2018 and 2019 is entitled to the ten percent (10%) increase only for those Credited Hours accumulated on or after January 1, 2020.) Any retroactive payments required by the foregoing shall be made without interest and as soon as practicable following the consultants' certification of reserves as provided above.

In the event that the reserve levels are below eight (8) months in the Active Health Fund or the Retired Employees Fund on January 1, 2021, the benefit accrual rates for Credited Hours accumulated on or after January 1, 2017 shall remain at the following rates, unless changed pursuant to subparagraph (ii) below:

(A) \$0.03729 multiplied by the Participant's total Credited Hours accumulated during the Participant's first ten (10) Qualified Years;

(B) \$0.04972 multiplied by the Participant's total Credited Hours accumulated during the Participant's next ten (10) Qualified Years; and

(C) \$0.04972 multiplied by the Participant's total Credited Hours accumulated after the Participant has completed twenty (20) Qualified Years.

(ii) Contingent Pension Benefit Increase(s) Effective January 1, 2024 and Every Three (3) Years Thereafter<sup>4</sup>

As soon as practicable following the end of the first quarter of 2024 and every three years thereafter ("the evaluation year"), the Health Plan's consultants, in conjunction with the Pension Plan's actuaries, shall determine whether each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves as of January 1st of the evaluation year, and the Pension Plan's actuaries shall determine whether to certify that the Pension Plan is in the Green Zone in the evaluation year. The foregoing determinations shall be based upon the assumptions and methodologies, including but not limited to the funding priorities established for Supplemental Markets and Post '60s contributions, approved by the bargaining parties.

In the event that the Health Plan's consultants certify that each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves on January 1st of the evaluation year, and the Pension Plan's actuaries certify that the Pension Plan is in the Green Zone in the evaluation year, the pension benefit accrual rates shall be increased, effective January 1st of the evaluation year, by ten percent (10%) retroactively for Credited Hours accumulated during the three (3) year period immediately following the most recent increase in the pension benefit accrual rate. For those individuals who had a Break in Service during the three (3) year period immediately preceding January 1st of the evaluation year, the increase shall apply only to Credited Hours accumulated after the date of the most recent Break in Service. (For example, an active participant in the Pension Plan on January 1, 2024 who failed to accumulate at least two hundred (200) Vested Hours in 2021 and 2022 is entitled to the ten percent (10%) increase only for those Credited Hours accumulated on or after January 1, 2023.) Any retroactive payments required above shall be made without interest and as soon as practicable following the consultants' certifications as provided above.

In the event that the reserve levels are below eight (8) months in the Active Health Fund or the Retired Employees Fund on January 1st of the evaluation year, or the Pension Plan is not certified to

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<sup>4</sup> This provision assumes that the term of the successor agreements to the 2018 IATSE Basic Agreement is three (3) years. If the term of a successor agreement is for a period other than three (3) years, the evaluation year shall be the final year of the applicable IATSE Basic Agreement and the period of the pension benefit increase shall be equivalent to such term.

be in the Green Zone in the evaluation year, the benefit accrual rates for Credited Hours accumulated since the most recent increase in the pension benefit accrual rate shall remain at the rates provided in subparagraphs (e)(1)(i)(A)-(C) above.

(2) The Pension Plan shall provide a thirteenth and fourteenth check on or about November 1st of each year of this Agreement to those retirees who retired on or before August 1, 2009, provided that the Pension Plan's actuaries, in conjunction with the Health Plan's consultants, determine, taking into account the costs of such thirteenth and fourteenth checks, that: (i) at least eight (8) months of reserves exist in each of the Active Employees Fund and the Retired Employees Fund at that time; (ii) the Plan is certified to be in the Green Zone in the calendar year in which the check(s) are paid; (iii) the cost of thirteenth and fourteenth checks, if any, granted during the term of the Agreement shall be amortized over the fifteen (15) year amortization period commencing January 1, 2017; and (iv) if there are insufficient funds in the Pension Plan after accounting for existing obligations to provide both a thirteenth and fourteenth check, then a thirteenth check will be provided.

## **SECTION 13. 401(k) PLAN**

A 401(k) Plan has been established for employees employed under this Agreement. The Plan operates as a Taft-Hartley plan. The Plan is separate from any existing employee benefit plan or welfare fund.

The Plan shall continue its current structure and shall continue to operate in accordance with the following:

- (a) There will be no Employer contributions to the 401(k) Plan.
- (b) Either the Union and/or the participants in the Plan shall pay all start-up costs as well as any management and administrative costs.
- (c) The Employers and the Union will take such measures, particularly with respect to design of the Plan, as are required to limit the liability of the Employers.
- (d) The Plan shall warrant to the Employers that it will timely discharge its duties and responsibilities, so as to avoid any liability for the Employers.

## **SECTION 14. VACATION**

Except as otherwise provided in this Agreement, effective May 16, 2018, employees shall be paid vacation pay in the amount of three percent (3%) of the applicable straight time hourly scale rate of pay for all hours worked at straight time.

Payment for vacation shall be made in a lump sum payment in the same check as the payment for unworked holiday pay as provided in Section 11 of this Agreement, which check shall be issued either at the end of the television season in the case of a television series or, in the case of other types of production, upon completion of the production.

## **SECTION 15. LOCAL #52 EDUCATION AND SAFETY TRUST FUND**

The Employers shall contribute to the Local #52 Education and Safety Trust Fund forty dollars (\$40.00) (fifty dollars (\$50.00) effective October 29, 2018) per shooting day, with a maximum contribution of two thousand five hundred dollars (\$2,500) (three thousand dollars (\$3,000) effective October 29, 2018) per calendar year per Employer.

## **SECTION 16. AERIAL FLIGHTS**

For aerial flights, submarine diving and artificial air helmet diving done while inspecting, rehearsing or producing, an additional wage of forty dollars (\$40.00) per flight or dive shall be paid, but not more than eighty dollars (\$80.00) shall be paid for two (2) or more flights or dives in any one day.

## **SECTION 17. HAZARDOUS WORK AND INSURANCE**

(a) In the event that any employee covered by this Agreement is assigned to work involving aerial flights, any underwater work, work in mine shafts, work above the first floor outside or on top of buildings in those areas not normally open to public use, demolition or explosive work, work on top of moving vehicles where protective metal railings are not provided, work in or upon outrigging affixed to moving vehicles or work while riding in speeding racing cars or moving motorcycles, he shall, for the duration of such assignment, be covered by a personal accident insurance policy, insuring against death and/or dismemberment, in the amount of two hundred fifty thousand dollars (\$250,000) and providing for a weekly indemnity of three hundred dollars (\$300.00) in

the event of total disability, as such term is commonly understood in the insurance field, for a period of fifty-two (52) weeks.

(b) Said benefits resulting from the policy mentioned in subsection (a) above shall be payable to the beneficiary designated by the employee, failing which such indemnity shall be payable to the estate of the deceased.

(c) No employee shall be required to jeopardize his working opportunities by having to perform work that is considered hazardous.

## **SECTION 18. SAFETY, MEDICAL AND SANITARY CONDITIONS**

(a) All platforms for electrical appliances, lamps, *etc.*, shall be constructed and equipped with the necessary safety devices, *viz*, guard rails, walking planks, light planks secured and tied to insure safety of equipment and operation of same. Ladders shall be provided or erected when necessary for access to and from platforms. There shall be a minimum of one (1) operator for each portable generator of over 5,000 watts. More than one (1) electrician is required if a 5 kilowatt light or larger is moved, unless a change in the light and associated equipment substantially reduces present weight.

When, during shooting, a manually counterweighted crane is being used as a moving dolly on which a camera is mounted, a minimum of three (3) grips shall be required to operate the equipment.

(b) The Employer will observe and obey all safety regulations as required under applicable federal, state and municipal statutes. The employees shall cooperate in observing said safety regulations.

(c) The Employer shall, as concerns each location where shooting is to take place, ascertain the locations of the nearest hospital and medical practitioner and advise the shop stewards who represent Local #52 members of same. The Employer shall, in case of accident or need of medical attention, cooperate fully in notifying said hospital or medical practitioner so that immediate assistance and first aid may be given to the injured employee.

(d) The Employer shall see that each set or location is supplied with pure drinking water and make available adequate toilet facilities for the employees covered by this Agreement.

The Employer will endeavor, where practicable, to supply hot water for washing on locations; this provision shall not be subject to grievance and arbitration.

(e) The Employer shall ensure, having due regard for safety and fatigue, that an aerial lift operator is given reasonable breaks not less frequently than every four (4) hours.

(f) Effective October 29, 2018, when the Employer engages an environmental consultant to examine a location, the Employer will provide, upon the Union's request, a summary report prepared by the environmental consultant showing the location examined, the date, the materials sampled and the results compared to regulatory guidelines.

## **SECTION 19. CONSTRUCTION COORDINATOR**

When an Employer initiates a production (principal photography) in New York and the majority of shooting is in New York and the Employer decides to use a construction coordinator, upon notice to Local #52 of its decision, Local #52 shall be afforded an opportunity to supply a qualified person to act as such, but the final choice of construction coordinator shall be that of the Employer.

## **SECTION 20. REGULAR WORK SCHEDULE**

(a) The standard day's work (inclusive of work on the sixth and seventh days of a workweek and holidays) for all employees working on a daily or weekly basis shall consist of any eight (8) hours.

(b) 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.

(c) One time during the production of a motion picture (except in the case of episodic television), the Employer may shift the workweek, without incurring added costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off. In the case of employees working in episodic television, the Employer may exercise the foregoing rights 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).

If the Employer otherwise shifts the workweek such that the new workweek invades the preceding workweek and the employee would receive fewer than two (2) consecutive days off in the workweek as a result of the workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

Employees shall be advised of any shifts in the workweek prior to the commencement of that workweek. In no case may Employer shift the workweek for the sole purpose of avoiding payment for an unworked holiday.

The parties clarify that this subparagraph (c) allows a "round trip" shift in the workweek, without the Employer incurring any additional costs, provided that the Employer returns to a Monday-Friday workweek, and, provided further, that in the event the shift back is from a Wednesday through Sunday workweek to a Monday through Friday workweek, the intervening Sunday must be a day off in order for the switch to occur without the payment of a premium.

The parties hereby clarify that the foregoing "workweek" provisions permit the Employer to designate a workweek for any employee which differs from the workweek applicable to the main unit (such as, but not limited to, designating a different workweek for second units, construction and swing gangs).

(d) A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid double time for those hours worked on the calendar holiday.

## **SECTION 21. OVERTIME**

### **(a) Theatrical Motion Pictures**

#### **(1) Theatrical Motion Pictures Shooting within a Fifty (50) Mile Radius of Columbus Circle**

All time worked in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half times the employee's regular basic hourly rate.

All time worked in excess of twelve (12) hours worked, but less than fourteen (14) hours worked, shall be paid at double the employee's regular basic hourly rate.

All time worked in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee's regular hourly rate.

(2) Theatrical Motion Pictures Shooting outside a Fifty (50) Mile Radius of Columbus Circle, but within New York or New Jersey

All time worked by employees in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half times the employee's regular basic hourly rate. All time worked in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate.

(b) Television Motion Pictures

All time worked in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half times the employee's regular basic hourly rate. All time worked in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate.

(c) Sixth and Seventh Day Worked

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.

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) day consecutive period, he shall be paid time and one-half for the sixth day worked.

All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. On theatrical motion pictures within fifty (50) miles of Columbus Circle only, all work performed in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee's regular basic hourly rate.

All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee's regular basic hourly rate.

*By way of example, Employee "A" works Monday through Friday, then works Saturday and Sunday. He is paid time and one-half for Saturday and double time for Sunday.*

*Employee "B" works Monday through Friday, is off Saturday, then works on Sunday. He is paid time and one-half for Sunday.*

*Employee "C" does not work for the Employer Monday through Friday, even though the rest of the crew works Monday through Friday. Employee "C" works only Saturday and Sunday. He is paid straight time, because they are his first two days of work.*

- (d) Overtime shall be payable in one-tenth (1/10) hour units.

## **SECTION 22. MEAL PERIODS**

(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 Employer'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 Employers and the IATSE agree that they will work with the DGA and/or production executives on the East Coast 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 an Employer has continuously violated the meal period provisions of the Agreement, the Local Union and a representative of the Employer shall meet in an attempt to resolve the matter. In the event that no resolution is reached by the parties, the Local Union, the AMPTP and the Employer shall meet within ten (10) business days after the initial meeting between the Local Union and the Employer to discuss resolving the dispute surrounding the meal periods.

(c) The meal interval may be extended one-half ( $\frac{1}{2}$ ) hour without penalty when used for wrapping up (one (1) hour for television) or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic.

(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. The parties hereby confirm that the reference to "a reasonable hot breakfast" means a meal appropriate to the time of day.

(e) When an employee is working without direct employer supervision and is given the prerogative to arrange his/her meal periods, the employee shall be charged with the responsibility of taking proper meal period(s).

(f) The meal penalty for delayed meals shall be computed as follows:

On theatrical motion pictures:

First one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof . .	\$10.00
Second one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof . . . . .	\$15.00
Third and each succeeding one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof . . . . .	One (1) hour of pay at the prevailing rate.

On television motion pictures (other than television motion pictures shooting in a studio):

First one-half (½) hour meal delay or fraction thereof.. .	\$ 6.50
Second one-half (½) hour meal delay or fraction thereof.....	\$ 7.50
Third one-half (½) hour meal delay or fraction thereof.....	\$17.50
Fourth and each succeeding one-half hour meal delay or fraction thereof.....	One (1) hour of pay at the prevailing rate.

On television motion pictures shooting in a studio:

First one-half (½) hour meal delay or fraction thereof.. .	\$ 7.50
Second one-half (½) hour meal delay or fraction thereof.....	\$ 8.50
Third one-half (½) hour meal delay or fraction thereof.....	\$18.50
Fourth and each succeeding one-half hour meal delay or fraction thereof .. .	One (1) hour of pay at the prevailing rate

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.

(g) As an alternative to the foregoing provisions of this Section as they relate to "on production" employees, the Employer, 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.

(h) In addition, the parties agree to the following clarifications:

(1) A meal need not be provided to employees working at a studio. For these purposes, a "studio" shall be defined as any facility having a certificate of occupancy for use as a studio as well as any facility which operated as a studio prior to May 16, 1998, irrespective of whether it has a certificate of occupancy or not.

(2) Subpart (e) of this Section 22 is clarified so that self-directed employees will not receive meals nor meal penalties.

## **SECTION 23. HARRIMAN PARK**

With respect to any shooting location in Harriman Park, New York that is within the New York City Zone (as defined in Section 1(d) above), the Employer may request a waiver to apply the working terms and conditions set forth in Sections 1(d) and 21(a)(2) herein. The Union shall not unreasonably withhold such a waiver.

## **SECTION 24. STAFFING**

Staffing needs of Local 52 personnel at production locations outside the New York City Zone (as defined in Section 1(d) above), shall be determined by the Employer. By way of example, Employer is not obligated to engage a Local #52 Sound Mixer when Employer has already engaged such an employee under the I.A.T.S.E. Basic Agreement. Additionally, *bona fide* issues of continuity of staffing which cannot be resolved by the Employer and the Union shall be resolved by the International President of the I.A.T.S.E.

## **SECTION 25. FIRST AID EMPLOYEES**

The terms and conditions set forth in the General Provisions and in Part A of this Agreement shall apply to a first aid employee<sup>5</sup> who is employed directly by the Employer or through a Payroll Company within fifty (50) miles of Columbus Circle and on all of Long Island, except as follows:

(a) Rates shall be individually negotiated between the first aid employee and the Employer.

(b) There shall be no mandatory staffing of first aid employees; staffing shall be at the sole discretion of the Employer; and subcontracting of first aid employee services shall continue in accordance with past industry practice.

Effective October 29, 2018, with respect to construction, the Employer shall make a good faith determination whether first aid employees under this Agreement should be assigned. In making such

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<sup>5</sup> During the 2012 negotiations, the bargaining parties agreed to substitute the term "first aid employees" for the term "medics" on the condition and with the understanding that this change was not a substantive change and did not enlarge or diminish the scope of the bargaining unit.

determination, the Employer shall consider the following: (1) the size of the crew; (2) the proximity of emergency medical care; (3) the type of equipment and tools involved in the construction; and (4) whether the construction requires work at elevations.

(c) It is understood that the Employer may have special requirements for its first aid employees. By way of example, the Employer may desire to employ a doctor or an individual who specializes in underwater safety or life saving techniques. If the Employer hires a person with such special skills or abilities, such person shall not be subject to the terms and conditions of this Agreement, even if such person is hired directly by the Employer or through a Payroll Company and works within the geographical jurisdiction set forth above.

(d) Article 11, "Grievance Procedure" of the General Provisions of this Agreement shall not be applicable to disputes involving the interpretation or application of terms and conditions of this Agreement to first aid employees, unless the dispute also involves the rest of the Local #52-represented crew members. The Local and the Labor Relations Department representative of the Employer shall nevertheless endeavor to resolve any dispute not subject to arbitration. Should they fail to do so, the matter shall be submitted to the International President of the IATSE and the President of the AMPTP, or their respective designees, for final and binding resolution.

## **PART B.**

## **WAGE SCALES AND WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN CONNECTICUT, DELAWARE OR PENNSYLVANIA**

### **SECTION 26. WAGE SCALES**

The following minimum wage scales and working conditions shall apply to employees employed on theatrical or television motion pictures in Connecticut, Delaware or those portions of Pennsylvania within the jurisdiction of this Agreement.

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

(1) Minimum hourly rates for employees working on theatrical motion pictures shooting in Connecticut, Delaware and those portions of Pennsylvania within the jurisdiction of this Agreement, but outside a thirty (30) mile radius of Independence Hall in Philadelphia:

CATEGORY	5/13/18 - 5/18/19	5/19/19 - 5/16/20	5/17/20 - 5/15/21
<b>SOUND:</b>			
Production Mixer	\$42.77	\$44.05	\$45.37
Boom Person	38.78	39.94	41.14
Utility Person	36.36	37.45	38.57
<b>DEPARTMENT HEADS:</b>			
Shop Craftsperson	42.77	44.05	45.37
Electrician	42.77	44.05	45.37
Property Person	42.77	44.05	45.37
Grip	42.77	44.05	45.37
Drapery Person	42.77	44.05	45.37
Generator Person	42.77	44.05	45.37
<b>FOREMEN:</b>			
Shop Craftsperson	38.78	39.94	41.14
Electrician	38.78	39.94	41.14
Property Person	38.78	39.94	41.14
Grip	38.78	39.94	41.14
<b>OPERATORS:</b>			
Shop Craftsmen	36.36	37.45	38.57
Electrician	36.36	37.45	38.57
Property Person	36.36	37.45	38.57
Grip	36.36	37.45	38.57

(2) Minimum hourly rates for employees working on theatrical motion pictures shooting within a thirty (30) mile radius of Independence Hall in Philadelphia:

CATEGORY	5/13/18 - 5/18/19	5/19/19 - 5/16/20	5/17/20 - 5/15/21
<b>SOUND:</b>			
Production Mixer	\$42.77	\$44.05	\$45.37
Boom Person	39.81	41.00	42.23
Utility Person	37.40	38.52	39.68
<b>DEPARTMENT HEADS:</b>			
Shop Craftsperson	42.77	44.05	45.37
Electrician	42.77	44.05	45.37
Property Person	42.77	44.05	45.37
Grip	42.77	44.05	45.37
Drapery Person	42.77	44.05	45.37
Generator Person	42.77	44.05	45.37
<b>FOREMEN:</b>			
Shop Craftsperson	39.46	40.64	41.86
Electrician	39.46	40.64	41.86
Property Person	39.46	40.64	41.86
Grip	39.46	40.64	41.86
<b>OPERATORS:</b>			
Shop Craftsmen	37.74	38.87	40.04
Electrician	37.74	38.87	40.04
Property Person	37.74	38.87	40.04
Grip	37.74	38.87	40.04

(3) (i) Minimum hourly rates for employees working on television motion pictures shooting in Connecticut, Delaware and those portions of Pennsylvania within the jurisdiction of this Agreement (except for series made for basic cable or The CW, the production of which commences on or after May 16, 2015):

CATEGORY	5/13/18 - 5/18/19	5/19/19 - 5/16/20	5/17/20 - 5/15/21
<b>SOUND:</b>			
Production Mixer	\$39.56	\$40.75	\$41.97
Boom Person	35.57	36.64	37.74
Utility Person	31.53	32.48	33.45
<b>DEPARTMENT HEADS:</b>			
Shop Craftsperson	39.56	40.75	41.97
Electrician	39.56	40.75	41.97
Property Person	39.56	40.75	41.97
Grip	39.65	40.75	41.97
Drapery Person	39.56	40.75	41.97
Generator Person	39.56	40.75	41.97
<b>FOREMAN:</b>			
Shop Craftsperson	35.57	36.64	37.74
Electrician	35.57	36.64	37.74
Property Person	35.57	36.64	37.74
Grip	35.57	36.64	37.74
<b>OPERATORS:</b>			
Shop Craftsperson	31.53	32.48	33.45
Electrician	31.53	32.48	33.45
Property Person	31.53	32.48	33.45
Grip	31.53	32.48	33.45

(ii) The following shall apply to series made for basic cable or The CW, the production of which commences on or after May 16, 2015:

The minimum rates for pilots and the first production season shall be the rates set forth in Section 26(a)(3)(i) above, reduced by ten percent (10%). During the second and third production

seasons, the minimum rates shall lag the rates set forth in Section 26(a)(3)(i) above by one year. Thereafter, the minimum rates shall be as set forth in Section 26(a)(3)(i) above.

(b) The weekly rate for a temporary employee hired by the week shall be five (5) times the applicable daily rate.

(c) The Employer shall submit to Local #52's office a monthly report of the earnings of all employees employed under this Agreement.

(d) Wage scales shall be reduced by ten percent (10%) with respect to weekly employment.

(e) Notwithstanding the provisions of Section 26(a) above, any individual who is hired in New York or New Jersey to work in Connecticut, Delaware or those portions of Pennsylvania within the geographical jurisdiction of this Agreement shall be paid at the applicable rate established for such work in New York, pursuant to Section 1 above. For example, if an employee is hired in New York to work on a theatrical motion picture in Delaware, the employee shall be paid in accordance with Section 1(a)(1) of this Agreement; if an employee is hired in New York to work on a long-form television motion picture in Delaware, the employee shall be paid in accordance with Section 1(a)(3) of this Agreement.

## **SECTION 27. APPLICATION OF NEW YORK AND NEW JERSEY CONDITIONS**

In addition to the working conditions described below, for employees working on theatrical or television motion picture productions in Connecticut, Delaware or those portions of Pennsylvania within the jurisdiction of this Agreement, the following working conditions applicable to employees in New York and New Jersey shall also apply:

Section 7(c), "Travel Time;"  
Section 8, "Employment List Notice;"  
Section 13, "401(k) Plan;"  
Section 15, "Local #52 Education and Safety Trust Fund;"  
Section 17, "Hazardous Work and Insurance;"  
Section 24, "Staffing;" and  
Section 25, "First Aid Employees," except that this provision shall be applicable only in that part of the geographical area covered by Part B of this Agreement that is within a fifty-mile radius of Independence Hall in Philadelphia, Pennsylvania.

## **SECTION 28. WORK DAY**

- (a) A work day consists of a minimum of eight (8) hours, excluding meal periods.
- (b) A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid at double time for those hours worked on the calendar holiday.

## **SECTION 29. WORKWEEK**

A workweek consists of either five (5) consecutive or six (6) consecutive work days out of any seven (7) consecutive calendar days, commencing with the first day worked. (The sixth day worked need not be consecutive when the Employer has established a regular workweek consisting of five (5) days.) The workweek may be shifted two (2) times without incurring additional costs during principal photography for each production (in the case of episodic television, the workweek may be shifted two (2) times 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)). Any workweek shift shall be subject to a minimum thirty-two (32) hour rest period.

The parties clarify that the above paragraph allows a "round trip" shift in the workweek, without the Employer incurring any additional costs, provided that the Employer returns to a Monday-Friday workweek, and, provided further, that in the event the shift back is from a Wednesday through Sunday workweek to a Monday through Friday workweek, the intervening Sunday must be a day off in order for the switch to occur without the payment of a premium.

## **SECTION 30. OVERTIME AND PREMIUM PAY**

- (a) For all hours worked in excess of eight (8) hours of work on the first through the fifth work days in a workweek or after forty (40) straight time hours of work in a workweek, and for the first twelve (12) hours worked on a sixth work day in a workweek, an employee shall be paid one and one-half (1½) times the employee's regular basic hourly rate.

(b) For all hours worked in excess of twelve (12) hours of work on any work day, an employee shall be paid two (2) times the employee's regular basic hourly rate; however, on television productions, the employee shall be paid two (2) times the employee's regular basic hourly rate for all hours worked after fourteen (14) elapsed hours.

(c) For all hours worked on a seventh workday in the employee's workweek or on a holiday, an employee shall be paid two (2) times the employee's regular basic hourly rate.

(d) Overtime and premium rates will be paid in one-tenth (1/10) hour increments. Overtime and premium rates may not be compounded.

## **SECTION 31. PENSION FUND AND WELFARE FUND**

### **(a) Plan Merger**

Effective January 1, 2004, the Local #52 Funds were merged into the I.A.T.S.E. National Benefit Plans with respect to those participants covered by Part B of this Agreement, and the assets and liabilities related to those participants.

(b) From May 16, 2018 through May 15, 2021, the Employer shall make pension, welfare and annuity contributions on behalf of employees covered under Part B of this Agreement to the IATSE National Benefit Funds as set forth below:

(1) For employees working in Delaware, Connecticut and Pennsylvania (outside of Philadelphia): \$118.00 per day effective May 16, 2018; \$122.00 per day effective July 29, 2018; \$126.00 per day effective August 4, 2019; and \$131.00 per day effective August 2, 2020.

(2) For employees working in Philadelphia: \$126.00 per day effective May 16, 2018; \$130.00 per day effective July 29, 2018; \$134.00 per day effective August 4, 2019; and \$139.00 per day effective August 2, 2020.

The foregoing contributions shall be directed to the I.A.T.S.E. National Benefits Plans, and shall be allocated among the I.A.T.S.E. National Pension Fund, the I.A.T.S.E. National Health and Welfare Fund and the I.A.T.S.E. Annuity Fund as determined by the collective bargaining parties. The collective bargaining parties have agreed that the aforementioned \$4.00 per day increases in the contribution rate effective

July 29, 2018 and August 4, 2019 and the \$5.00 per day increase in the contribution rate effective August 2, 2020 shall be allocated to the I.A.T.S.E. National Health and Welfare Fund.

(c) Notwithstanding subparagraph (b) above, the Employer shall make fringe benefit contributions on behalf of any individual who is hired in New York or in that part of New Jersey that is within a sixty-five (65) mile radius of Columbus Circle to work in Connecticut, Delaware or those portions of Pennsylvania within the geographic jurisdiction of this Agreement to the Motion Picture Industry Pension, Health and Individual Account Plans pursuant to Section 12 above.

## **SECTION 32. REST PERIOD**

There will be a nine (9) hour daily rest period after dismissal. Employees who do not receive a full rest period shall receive additional straight time for all invaded hours.

## **SECTION 33. LOCAL, NEARBY AND DISTANT HIRES**

(a) A Local Hire is defined as any employee whose principal residence is within sixty (60) miles of the respective production location.

(b) A Nearby Hire is defined as any employee whose principal residence lies outside sixty (60) miles of the production location, but inside the jurisdiction of this Agreement. Such employees shall be paid a weekly living allowance of no less than \$315 per week, or \$45 per day prorated.

(c) A Distant Hire is defined as any employee whose principal residence is outside the geographical definition of a Nearby Hire in a given production area, as defined in Section 33(b) above. Such employee shall be provided with reasonable single occupancy hotel accommodations.

(d) The Employer may request employees to sign a written statement attesting to their principal residency. A false statement of residency will result in immediate discharge.

(e) Per Diem

(1) The Employer shall pay per diem to Distant Hires, as defined in Section 33(c) above, at the following rates per day:

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	<u>\$25.00</u>
Total Per Diem	\$45.00

(2) Any meals provided by the Employer may be deducted from per diem at the above stated rates.

## **SECTION 34. IDLE PAY**

(a) Distant Hires

The Employer shall pay each employee housed on distant location four (4) hours at the employee's scale hourly rate for each idle sixth or seventh day in a workweek and shall make a daily benefit plan contribution on behalf of each such employee in the amount specified in this Agreement for each idle sixth or seventh day.

(b) Nearby Hires

For six (6) day workweeks only, the Employer shall contribute the daily benefit plan contribution on behalf of each such employee in the amount specified in this Agreement for each idle seventh day.

## **SECTION 35. LIABILITY INSURANCE**

The Employer must carry appropriate liability insurance and provide workers' compensation coverage for all employees.

## **SECTION 36. MEALS**

The meal period provisions set forth in Section 22 above shall apply to employees working on productions in Connecticut, Delaware and those portions of Pennsylvania within the geographical jurisdiction of this Agreement, except that the meal penalties for delayed meals for employees employed on productions other than television motion pictures shooting in a studio 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

However, the meal penalty for the third and each succeeding one-half (½) hour delay in Philadelphia shall be set at \$17.50.

Meal penalties 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

However, the meal penalty for the third and each succeeding one-half (½) hour delay in Philadelphia shall be set at \$18.50.

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

## **SECTION 37. HOLIDAYS**

The following days shall be recognized as holidays for employees employed under the provisions of Part B of this Agreement: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If any of the above-named holidays falls on a Sunday, the following Monday shall be considered the holiday and if any of the above-named holidays falls on a Saturday, the preceding Friday shall be considered the holiday, except that during six (6) day workweeks, Saturday holidays will be recognized on Saturday.

Pay for holidays which are not worked shall be calculated on the basis of eight (8) hours (at the employee's regular straight time hourly rate). In order for an employee to be eligible for pay for a holiday which is not worked, an employee must work the scheduled workday before and the scheduled workday after the holiday. (If the next scheduled work day after the holiday follows a hiatus of one (1) week or more, no holiday pay shall be payable.) There shall be no pay for any holiday not worked for employees working on long-form television productions, pilots, the first season of any one-hour television series or the first and second seasons of any series produced for basic cable or The CW. During the third season

of any series produced for basic cable or The CW, pay for unworked holidays shall be calculated on the basis of four (4) hours (at the employee's regular straight time hourly rate).

Work on any holiday shall be paid at a premium rate in accordance with Section 30(c) above.

## **SECTION 38. TRAVEL**

(a) Production Zone: The “production zone” is defined as the area within a circle which has a radius of thirty (30) miles measured from the Employer’s production office.

(b) Nearby Location: Employees requested to report to any production location outside the “production zone” shall be paid travel time and a mileage allowance as described herein, unless the Employer provides transportation. The Employer shall provide transportation to all production locations to all employees who are housed by the Employer.

(c) Mileage Allowance: Unless transported by the Employer, employees traveling to any production location outside the “production zone” shall be paid a mileage allowance calculated at thirty cents (30¢) per mile from the edge of the zone to the production location for all such authorized use of the employee’s vehicle.

(d) Travel Time: Employees shall be paid at their regular hourly rate for all time traveling to and from any production location outside the “production zone,” measured from the edge of the zone to the production location.

(e) Local and Nearby Hires: Local and Nearby Hires shall be paid “set to set.” Local Hires shall not be compensated for mileage unless requested to use their vehicle outside of the thirty (30) mile production zone as stated in (b) above.

(f) Distant Hires: Distant Hires shall be paid portal-to-portal. In all cases, this shall be based on the time of travel from the housing accommodations provided to the Distant Hires generally and the applicable production location.

(g) “Travel Only” Day: 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 traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

## **SECTION 39. PAYMENT OF WAGES**

The regular pay day will be on Thursday (holiday weeks excluded) (Friday on distant location) for all work performed during the previous payroll week. The payroll week shall be from midnight Saturday to midnight Saturday.

## **SECTION 40. HAZARDOUS WORK**

(a) The Employer will not require any employee to perform any work that the employee reasonably considers to present a clear and present danger to his or her health and safety.

(b) An employee requested to perform hazardous work may negotiate a special rate for performing such work. If no agreement is reached, the employee's work opportunities will not be jeopardized by refusing to perform such work.

(c) The Employer will strictly conform with all recognized industry health and safety standards and all applicable health and safety rules and regulations.

## **SECTION 41. CANCELLATION OF CALLS**

(a) In the event of cancellation for previously-called employees, it is understood that if notification is not given by 6:00 p.m. of the previous day's work, then the employee shall be paid an eight (8) hour minimum call.

(b) Effective October 29, 2018, the Employer may issue a "weather-permitting" call for snow, sleet, ice storms or hurricanes which may be cancelled up to four (4) hours prior to the call time. In the event the employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time and the Employer shall contribute one-third ( $\frac{1}{3}$ ) of the amount due under Section 31(b) to the IATSE National Benefit Funds; however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call. The foregoing is in addition to the Employer's rights under Section 41(a). Hours paid for a cancelled "weather-permitting" call shall not be counted for purposes of calculating overtime.

Local #52 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this Section 41(b) for other weather conditions.

## **SECTION 42. COURTESY HOUSING OR TRANSPORTATION WITHIN PHILADELPHIA THIRTY MILE ZONE**

Effective October 29, 2018, upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Independence Hall in Philadelphia, Pennsylvania, and who advises the Employer that he/she is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's expense.<sup>6</sup> The Employer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first herein written.

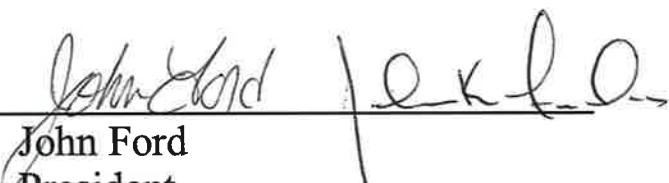
**FOR THE ALLIANCE OF MOTION PICTURE AND  
TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES  
LISTED IN EXHIBIT "A" ATTACHED HERETO**

By:   
Carol A. Lombardini  
President

Date: October 22, 2019

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**

By:  Date: 10/14/19  
John Ford  
President

---

<sup>6</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

**EXHIBIT "A"**  
**Employers Represented by the AMPTP**  
**in the 2018 Local #52 Negotiations**

1440 Productions LLC

ABC Signature Studios

ABC Studios New York, LLC

Abominable Pictures, Inc.

Alive and Kicking, Inc.

American Summer Productions, Inc.

Bonanza Productions Inc.

CBS Films Inc.

CBS Studios Inc.

Columbia Pictures Industries, Inc.

Corporate Management Solutions, Inc.

dba CMS Productions

DW Studios Production L.L.C.

Egregious Entertainment, LLC

Eye Productions Inc.

Film 49 Productions, Inc.

Focus Features Productions LLC

FTP Productions, LLC

GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.

Horizon Scripted Television, Inc.

Hostage Productions, Inc.

Jay Squared Productions LLC

Kapital Productions, LLC

Lennox House Pictures Inc.

Main Gate Productions LLC

Marvel Picture Works, LLC

Mesquite Productions, Inc.

Metro-Goldwyn-Mayer Pictures Inc.

MGM Television Entertainment Inc.

Minim Productions, Inc.

New Line Productions, Inc.

New Regency Productions, Inc.

On The Brink Productions, Inc.

Open 4 Business Productions LLC

Pacific 2.1 Entertainment Group, Inc.

Palladin Productions LLC

Paramount Pictures Corporation

Picrow, Inc.

Picrow Features Inc.

Picrow Streaming Inc.

S&K Pictures, Inc.

Salty Pictures, Inc.

San Vicente Productions, Inc.

Screen Gems Productions, Inc.

Skydance Pictures, LLC

Sonar Entertainment Productions, LLC

Touchstone Television Productions, LLC

dba ABC Studios

Turner Films, Inc.

TVM Productions, Inc.

Twentieth Century Fox Film Corporation

Undiscovered North American

Ape Pictures, Inc.

Universal Cable Productions LLC

Universal Pictures, A Division of  
Universal City Studios LLC

Warner Bros. Pictures

Warner Bros. Specialty Productions Inc.

Warner Bros. Television

wiip Productions, LLC (f/k/a Tornado  
Productions, LLC)

YNFS Productions LLC

**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**

As of May 16, 1998  
Reissued as of May 16, 2002  
Revised as of May 16, 2006  
Revised as of May 16, 2009  
Revised as of May 16, 2012  
Re-issued as of May 16, 2015  
Revised as of May 16, 2018

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
19-02 Steinway Street  
Astoria, New York 11105

**Re: Education and Safety Trust Fund**

Dear Mr. Ford:

This will confirm the parties' agreement that an individual Employer will be deemed to have reached the maximum contribution to the Local #52 Education and Safety Trust Fund of two thousand five hundred dollars (\$2,500) (three thousand dollars (\$3,000) effective October 29, 2018) per calendar year when the total contribution by Employers within the same corporate family as the individual Employer has reached two thousand five hundred dollars (\$2,500) (three thousand dollars (\$3,000) effective October 29, 2018) per calendar year.

Sincerely,



Carol A. Lombardini

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52, I.A.T.S.E.  
& M.P.T.A.A.C.**

  
John Ford

Date: 10/19/19

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

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Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER**

As of May 16, 2006  
Revised as of May 16, 2009  
Revised as of May 16, 2012  
Revised as of May 16, 2015  
Revised as of May 16, 2018

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
19-02 Steinway Street  
Astoria, New York 11105

**Re: Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences on or After May 16, 2006**

Dear John:

This will memorialize the agreement reached in the 2006 negotiations and confirmed in the 2009, 2012, 2015 and 2018 negotiations to apply the following special conditions to pre-production and production of one-hour episodic television series, the production of which commences on or after May 16, 2006, which are committed to be produced within the geographical area covered by Part A of the Local 52 Feature and Television Production Contract with Major Producers (*i.e.*, New York and New Jersey):

- a. Wages\* - For the first two (2) production seasons of any such series, the wage rates shall lag the "theatrical rates," computed as described in the next paragraph, by one year. For the third or any subsequent season, the wage rates shall be the "theatrical rates" computed as described in the next paragraph.

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\*Note that the rates for new one-hour series have been computed for the term of this Agreement and are reflected in Section 1(a)(5).

Mr. John Ford

Special Conditions for New One-Hour Episodic Television Series, the Production  
of Which Commences on or After May 16, 2006

Revised as of May 16, 2018

Page 2

The "theatrical rates" to be used for these purposes shall be the applicable theatrical rates in Section 1.(a)(1) of this Agreement (i.e., the theatrical rates in effect one year previously for one-hour series in their first or second season or the current theatrical rates for series in their third or subsequent season), adjusted as follows:

- (i) The rates for the Boom Person and Utility Person shall be reduced by \$3.00 per day;
  - (ii) The rates for all persons employed in the Foremen classifications shall be reduced by \$4.00 per day; and
  - (iii) The rates for all persons employed in the Operator classifications shall be reduced by \$2.00 per day.
- b. Vacation - No vacation pay shall be payable for 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 this Agreement; thereafter, the vacation provision in this Agreement shall apply.
- c. Holidays Not Worked - No unworked holiday pay shall be payable for 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 this Agreement; thereafter, the unworked holiday provisions in this Agreement shall apply.
- d. Interchange - "On production" Local #52 personnel will be interchangeable in performing bargaining unit work based upon the concept set forth in the Supplemental Videotape Electronics Agreement.

Mr. John Ford

Special Conditions for New One-Hour Episodic Television Series, the Production  
of Which Commences on or After May 16, 2006

Revised as of May 16, 2018

Page 3

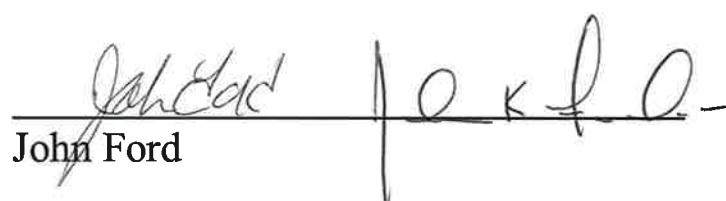
If the foregoing comports with your understanding of our agreement,  
please so indicate by executing this sideletter in the space reserved for  
your signature.

Sincerely,

  
Carol A. Lombardini

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**

  
John Ford

Date: 10/14/19

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Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER**

As of May 16, 2006  
Revised as of May 16, 2009  
Revised as of May 16, 2012  
Re-issued as of May 16, 2015

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
326 W. 48th Street  
New York, New York 10036

Re: **Special Rules Governing Employment on New One-Hour Episodic Series**

Dear John:

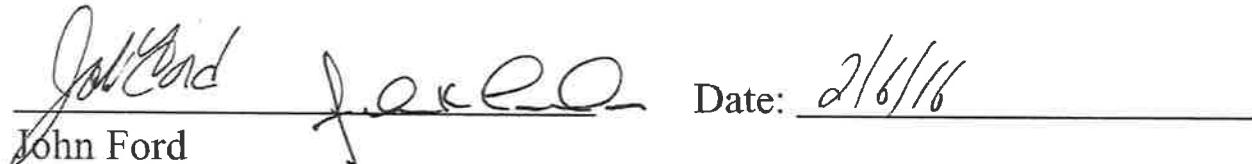
If any one-hour series produced in Los Angeles under the terms of the Producer – IATSE Basic Agreement shoots all or part of any episode(s) within the geographic jurisdiction of Local 52, such episode(s) shall be treated, for purposes of wages, hours and working conditions of employees engaged on such episode(s), as if it were produced within the geographic jurisdiction of Local 52 (*i.e.*, a Los Angeles-based series that started before May 16, 2006 will be subject to the "existing one-hour series" rates and a Los Angeles-based series that started after May 16, 2006 will be subject to the "new one-hour series" rates).

Sincerely,

  
Carol A. Lombardini

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**

  
John Ford      Date: 2/6/16

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Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER**

As of May 16, 2006  
Revised as of May 16, 2009  
Revised as of May 16, 2012  
Re-issued as of May 16, 2015

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
326 W. 48th Street  
New York, New York 10036

Re: Hotel Accommodation Policies

Dear John:

Each Employer agrees to provide Local 52 with a copy of its policies regarding hotel accommodations for employees who work long hours and to discuss same with the Local on an individual basis.

Sincerely,



Carol A. Lombardini

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**



John Ford

Date: 2/6/16

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Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER**

As of May 16, 2006  
Revised as of May 16, 2009  
Revised as of May 16, 2012  
Re-issued as of May 16, 2015

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
326 W. 48th Street  
New York, New York 10036

Re: Subcommittee to Discuss a Definition of "Studio"

Dear John:

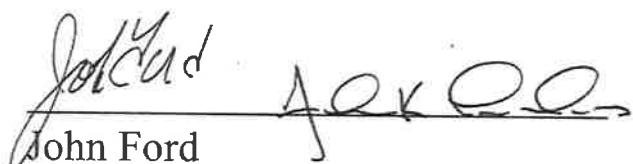
A subcommittee consisting of IATSE President Matthew D. Loeb and representatives of Local 52, together with AMPTP President Carol A. Lombardini and representatives of the Employers, shall meet to discuss an appropriate definition of "studio" for places within Local 52's geographic jurisdiction that are outside New York City.

Sincerely,

  
Carol A. Lombardini

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**

  
John Ford      Date: 2/6/16

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Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER**

As of May 16, 2006  
As of May 16, 2009  
As of May 16, 2012  
Re-issued as of May 16, 2015

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
326 W. 48th Street  
New York, New York 10036

Re: Pension, Health and IAP Contributions for Work Outside the Geographic Jurisdiction of the Local #52 Feature and Television Production Contract

Dear John:

This will confirm that item 6(a)(iii) in the Memorandum of Agreement of May 16, 2006 for Feature and Television Production Contract with Motion Picture Studio Mechanics, Local 52, IATSE, has been added as Sideletter No. 7 to the 2006 IATSE Area Standards Agreement. That sideletter reads as follows:

“This will confirm the agreement reached concerning the submission of pension and health contributions for individuals who are hired in New York or New Jersey to perform work covered under the IATSE Area Standards Agreement. Any such individual who has previously worked under the Local #52 Agreement and is a participant in the Motion Picture Industry Pension and Health Plans shall have pension and health and Individual Account Plan contributions made on his or her behalf to the Motion Picture Industry Pension and Health Plans, at the same rates as are applicable under the IATSE Basic Agreement, in lieu of

John Ford  
Pension, Health and IAP Contributions for Work Outside the Geographic Jurisdiction of the  
Local #52 Feature and Television Production Contract  
Re-issued as of May 16, 2015  
Page 2

contributions being made to the appropriate Plan(s) at the applicable rate specified in Article 5 of the IATSE Area Standards Agreement.”

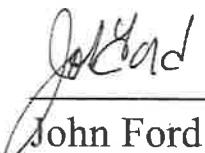
Sincerely,



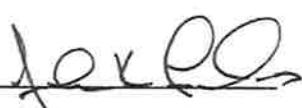
Carol A. Lombardini

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**



John Ford



Date: 2/6/16

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

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Carol A. Lombardini  
President

Direct: 818.935.5930

As of August 1, 2009  
Revised as of May 16, 2012  
Revised as of May 16, 2015  
Revised as of May 16, 2018

John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
19-02 Steinway Street  
Astoria, New York 11105

**Re: Productions Made for New Media**

Dear John:

This Sideletter confirms the understanding of Motion Picture Studio Mechanics, Local #52 (hereinafter “Local #52”), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers which it represented in the negotiations for a successor agreement to the 2015 Local #52 Feature and Television Production Contract listed in Exhibit “A” (hereinafter referred to individually as “the Employer” and collectively as “the Employers”), on the other hand (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 Motion Picture Studio Mechanics, Local #52, Feature and Television Production Contract with Major Producers (hereinafter “the Local #52 Agreement”) that are made for the Internet, mobile devices, or any other new media platform in existence as of May 16, 2009 (hereinafter collectively referred to as “New Media”).<sup>1</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

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<sup>1</sup> This Sideletter applies to the production of certain types of programs intended for initial 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.

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 high budget dramatic productions, the parties agreed to modify the terms and conditions for “high budget” dramatic productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph F. below.

## A. Recognition

The Employer recognizes Local #52 as the exclusive bargaining representative of employees employed within the classifications covered by the Local #52 Agreement on entertainment motion pictures of the type traditionally covered under the Local #52 Agreement which are intended for initial exhibition in New Media, but excluding news, sports, documentaries<sup>2</sup> and “Experimental New Media Productions,” as that term is defined below, within the geographic scope covered by the Local #52 Agreement.

## B. Coverage

Coverage shall be at the Employer’s option with respect to “Experimental New Media Productions.” Should the Employer 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.

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

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<sup>2</sup> The exclusion of news, sports and documentary productions made for new media tracks language in the Sideletter re Productions Made for New Media in the 2018 Producer – IATSE Basic Agreement and is included here for the sake of uniformity and completeness, notwithstanding the fact that news, sports and documentaries may not be motion pictures of the type traditionally covered under the Local #52 Agreement. The parties agree that no inference should be drawn from this language as to whether the Local #52 Agreement has traditionally covered these types of productions.

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 any combination totaling 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 production as well as productions made for new media. With respect to any employee working within the geographic scope of the Producer – I.A.T.S.E. Basic Agreement (hereinafter “the Basic Agreement”) or the Producer – I.A.T.S.E. Videotape Electronics Supplemental Agreement (hereinafter “the 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 Basic or Videotape Agreements.<sup>3</sup> With respect to any employee working in the respective classifications and geographic scopes 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>4</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.

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<sup>3, 4</sup> The Employer 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.

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 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 Employer began production of an “Experimental New Media Production” which the Employer elected not to cover under the terms of this Sideletter, but subsequently employs four (4) or more employees on the production in 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 and/or third sentences 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.

Employer shall use reasonable efforts to notify Local #52 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 “High Budget” Derivative New Media Production Made for Initial Exhibition on a Subscription Video-On-Demand Consumer Pay Platform (“High Budget SVOD Program”))**

A “Derivative New Media Production” is a production for New Media (other than a “High Budget SVOD Program” as defined in

Paragraph F. below) based on an existing television motion picture covered by the Basic Agreement, the Local #52 Agreement or the Local #161 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 Local #52 Agreement. It is understood and agreed that a production for New Media that is based on an existing television program covered by the Videotape Agreement, or that is based on a videotape program covered by the Local #52 or #161 Agreements, shall not be considered a “Derivative New Media Production.”

Employees may be employed by an Employer 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 full benefits, shall continue as if the employee were continuing to work on the source productions.

In all other situations, terms and conditions of employment are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

#### **D. Terms and Conditions of Employment on Original New Media Productions (Other Than a “High Budget SVOD Program”)**

Terms and conditions of employment on Original New Media Productions (other than a “High Budget SVOD Program” as defined in Paragraph F. below) are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

**E. Other Provisions (For 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 Local #52 Agreement.

Local #52 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 Local #52.

**(2) Pension, Health and Individual Account Plans**

**(a) 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), Employer’s only obligation hereunder with regard to fringe benefit contributions shall be as follows:**

**(i) With respect to employees working on New Media Productions covered under this Sideletter in New York or New Jersey, or with respect to employees hired in New York or in that part of New Jersey that is within a sixty-five (65) mile radius of Columbus Circle to work in Connecticut, Delaware or those portions of Pennsylvania within the geographic jurisdiction of the Local #52 Agreement, Employer shall make contributions to the Active Health Fund, as required by Section 12(c)(1)(ii) or 12(c)(2) of the Local #52 Agreement, whichever is applicable, and to the Retired Employees Fund, as required by Section 12(c)(1)(iii) or 12(c)(2) of the Local #52 Agreement, whichever is applicable, on behalf of each such employee; or**

(ii) With respect to employees working on New Media Productions covered under this Sideletter in Connecticut, Delaware or those portions of Pennsylvania within the jurisdiction of the Local #52 Agreement, other than those employees covered by Paragraph E.(2)(a)(i) above, Employer shall make only that portion of the aggregate contribution set forth in Section 31 of the Local #52 Agreement that is attributable to the IATSE National Health Fund on behalf of each such employee.

(b) 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 Employer to a Derivative New Media Production as part of their regular workday on the source production, Employer shall be obligated to make fringe benefit contributions as follows:

(i) With respect to employees working on New Media Productions covered under this Sideletter in New York or New Jersey, or with respect to employees hired in New York or in that part of New Jersey that is within a sixty-five (65) mile radius of Columbus Circle to work in Connecticut, Delaware or those portions of Pennsylvania within the geographic jurisdiction of the Local #52 Agreement, Employer shall make pension, health and Individual Account Plan contributions to the Motion Picture Industry Pension and Health Plans in accordance with Section 12(c) of the Local #52 Agreement; or

(ii) With respect to employees working on New Media Productions covered under this Sideletter in Connecticut, Delaware or those portions of Pennsylvania within the jurisdiction of the Local #52 Agreement, other than those employees covered by Paragraph E.(2)(b)(i) above, Employer shall make pension, welfare and annuity contributions to the IATSE National Benefit Funds as required by Section 31 of the Local #52 Agreement.

(3) Preference of Employment

There shall be no preference of employment of any kind or nature in the employment of employees on New Media Productions hereunder.

(4) Grievance and Arbitration

Any dispute with regard to wages, hours of employment or working conditions concerning an employee employed by Employer 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 or under other industry-wide agreements referred to in the first sentence of the second paragraph of Paragraph B. above.

(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 Employer. The Employer agrees not to engage in any lockout of its employees employed hereunder during the term of this Agreement.

(7) Call Sheet

Employer shall use best efforts to indicate on the call sheet that the production is a covered New Media Production produced under the Sideletter Re: Productions Made for New Media. In the event that the Employer fails to do so, the Union shall notify the Employer. This provision shall not be subject to grievance and arbitration.

**(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. “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 F. shall be applicable prospectively only. They shall not apply to:

(a) any program or series that would otherwise qualify as a “High 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 November 1, 2015; or

(b) any program or series that would otherwise qualify as a “High 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 November 1, 2015, 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 Employer prior to November 1, 2015. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to November 1, 2015.

Any program or series described in subparagraphs (a) or (b) above shall continue to be subject to the terms of the Sideletter Re: Productions Made for New Media under the 2012 Local #52 Feature and Television Production Contract. However, with respect to any such program or series described in subparagraphs (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after November 1, 2015 and the Employer 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 the terms of this Sideletter.

Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to Local #52-represented employees on programs or series covered by subparagraphs (a) or (b) above.

(2) **“High Budget SVOD Programs” Defined**

The terms and conditions set forth in Paragraph F. 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**”):

<b><u>Length of Program as Initially Exhibited*</u></b>	<b><u>“High Budget” Threshold</u></b>
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.

(3) **“Tier 1” and “Tier 2” Defined**

For purposes of Paragraph F.(4) below, Tier 1 and Tier 2 shall be defined as follows:

<b><u>Program Length</u></b>	<b><u>Budget Tier</u></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

*(continued)*

*(continued)*

<b>Program Length</b>	<b>Budget Tier</b>
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) (i) Except as provided in subparagraph (ii) below, the terms and conditions for employees employed on High Budget SVOD Programs 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 shall be as provided in the 2018 Local #52 Feature and Television Production Contract or the 2018 Local #52 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a prime time dramatic television motion picture, subject to the following clarification:

A High Budget SVOD Program between 20 and 35 minutes in length or a High Budget SVOD series consisting of episodes between 20 and 35 minutes in length shall be treated as a half-hour program or series; a High Budget SVOD Program between 36 and 65 minutes in length or a High Budget SVOD series consisting of episodes between 36 and 65 minutes shall be treated as a one-hour program or series; and a High Budget SVOD Program that is 66 minutes or more in length shall be treated as a long-form television motion picture.

(ii) The wage rates and working conditions applicable to theatrical motion pictures, as set forth in the Local #52 Feature and Television Production Contract, 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>5</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 million or more subscribers in the United States and Canada.<sup>6</sup>

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 for employees employed on 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, shall be as follows:

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<sup>5</sup> The budget threshold for such a live action High Budget SVOD Program increases to over \$30,900,000 effective May 19, 2019 and to over \$31,827,000 effective May 17, 2020.

<sup>6</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. The IATSE has been granted the right under the Producer-IATSE Basic Agreement to review 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. Local #52 may request that the IATSE conduct such review and make a determination whether the budget is over the budget threshold set forth in Paragraph F.(4)(a)(ii). In the event that the IATSE refuses to do so, Local #52 reserves its right to conduct such review. All information received or reviewed by representatives of Local #52 or retained professionals shall be confidential and neither Local #52 nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

(i) Minimum Rates

(A) The minimum rates for employees employed in New York and/or New Jersey on any one-time High Budget SVOD program, High Budget SVOD pilot and during the first season of any High Budget SVOD series shall be as provided in Section 1(a)(3) of the Local #52 Feature and Television Production Contract. During the second season of any High Budget SVOD series, the minimum rates set forth in Section 1(a)(5) of the Local #52 Feature and Television Production Contract for a “New One-Hour Series in its First or Second Season” shall apply. During the third and subsequent seasons of any High Budget SVOD series, the minimum rates set forth in Section 1(a)(5) for a “New One-Hour Series in its Third or Subsequent Season” shall apply.

(B) The minimum rates for employees employed in Connecticut, Delaware or those portions of Pennsylvania within the geographical jurisdiction of the Local #52 Feature and Television Production Contract on any one-time High Budget SVOD Program, High Budget SVOD pilot and during the first season of any High Budget SVOD series shall be the rates set forth in Section 26(a)(3) (or Section 26(d) for weekly employees) of the Local #52 Feature and Television Production Contract, reduced by 10%. During the second and third seasons of any High Budget SVOD series, the minimum rates for such employees shall lag the rates set forth in Section 26(a)(3) (or Section 26(d) for weekly employees) by one year. Thereafter, the minimum rates shall be as set forth in Section 26(a)(3) (or Section 26(d) for weekly employees).

(ii) Working Conditions

(A) High Budget SVOD Programs Between 20 and 35 Minutes in Length

The working conditions applicable to High Budget SVOD Programs that are between 20 and 35 minutes in length shall be as provided in the Local #52 Supplemental Digital Production Agreement, except:

(1) The following shall apply to employees employed in New York and/or New Jersey:

(a) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local #52 Supplemental Digital Production Agreement. Thereafter, unworked holiday pay shall be as set forth in the Local #52 Supplemental Digital Production Agreement.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local #52 Supplemental Digital Production Agreement. Thereafter, vacation pay shall be as set forth in the Local #52 Supplemental Digital Production Agreement.

(2) The following shall apply to employees employed in Connecticut, Delaware or those portions of Pennsylvania within the geographical jurisdiction of the Local #52 Feature and Television Production Contract:

(a) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series. During the third season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local #52 Supplemental Digital Production Agreement. Thereafter, unworked holiday pay shall be as set forth in the Local #52 Supplemental Digital Production Agreement.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series.

John Ford  
Productions Made for New Media  
Revised as of May 16, 2018  
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During the third season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local #52 Supplemental Digital Production Agreement. Thereafter, vacation pay shall be as set forth in the Local #52 Supplemental Digital Production Agreement.

**(B) High Budget SVOD Programs 36 Minutes or More in Length**

The working conditions applicable to High Budget SVOD Programs that are 36 minutes or more in length shall be as provided in the Local #52 Feature and Television Production Contract, except:

(1) The following shall apply to employees employed in New York and/or New Jersey:

(a) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local #52 Feature and Television Production Contract. Thereafter, unworked holiday pay shall be as set forth in the Local #52 Feature and Television Production Contract.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local #52 Feature and Television Production Contract. Thereafter, vacation pay shall be as set forth in the Local #52 Feature and Television Production Contract.

(2) For employees employed in Connecticut, Delaware or those portions of Pennsylvania within the geographical jurisdiction of Local #52 Feature and Television Production Contract, no unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series.

John Ford  
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During the third season of a High Budget SVOD series, there shall be a 50% reduction in unworked holiday pay for such employees. Thereafter, unworked holiday pay shall be as set forth in the Local #52 Feature and Television Production Contract.

(3) Employer may interchange employees based upon the concept set forth in the Supplemental Videotape Electronics Agreement.

(c) The second paragraph of Paragraph C. of this Sideletter shall apply to a Derivative New Media Production that falls within the definition of a High Budget SVOD Program as provided in this Paragraph F.

(d) For purposes of determining applicable terms and conditions under this subparagraph (4), the number of subscribers in the United States and Canada shall be determined as of July 1<sup>st</sup> of each year of the Agreement. For a High Budget SVOD series, the number of subscribers in the United States and Canada that applies to the first episode of the season shall apply to the entire season.

**G.** The International Alliance of Theatrical Stage Employees (“IATSE”) has been granted the right under the Producer-IATSE Basic Agreement 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 High Budget SVOD Program, and, if so, whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph F.(3) above. Local #52 may request that the IATSE conduct such review and make such determination. In the event that the IATSE refuses to do so, Local #52 reserves its right to conduct such review. All information received or reviewed by representatives of Local #52 shall be kept confidential, and neither Local #52 nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

#### **H. “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, the provisions of this Sideletter shall expire on

John Ford  
Productions Made for New Media  
Revised as of May 16, 2018  
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the termination date of the Local #52 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 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

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**

   
John Ford  
President

**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

Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER**

As of June 1, 2006  
Re-Executed as of May 16, 2012  
Re-issued as of May 16, 2015

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
326 W. 48th Street  
New York, New York 10036

Re: Workweek Switch for Television Pilots

Dear John:

This will confirm our agreement that, effective June 1, 2006, Section 20(c) of the Local 52 Agreement shall be interpreted to confer upon the Employers signatory to the Local 52 Agreement the right to switch the workweek on any television pilot.

Sincerely,



Carol A. Lombardini

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**

Date: 2/6/16

John Ford

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

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Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER**

As of February 15, 2013  
Re-issued as of May 16, 2015

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
326 W. 48th Street  
New York, New York 10036

Re: **Work Performed Outside the United States and its Territories**

Dear John:

This sideletter confirms the understanding reached during the 2012 negotiations that should an Employer elect to employ a person within the geographic jurisdiction of Local #52 to perform work outside the limits of the United States and its territories in any of the job classifications covered hereunder, in the production of motion pictures, the provisions of this Agreement do not apply to such employment, except that the Employer shall pay pension and health contributions pursuant to this Agreement, provided that the applicable Trust Agreements permit such contributions. The bargaining parties agree to make a recommendation to the Directors of the respective pension and health plans (*i.e.*, the Motion Picture Industry Pension and Health Plans and the IANBF) to amend the applicable Trust Agreements, if required, to allow such contributions.

John Ford  
Work Performed Outside the United States and its Territories  
As of February 15, 2013; Re-issued as of May 16, 2015  
Page 2

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

Sincerely,



Carol A. Lombardini

**AGREED AND ACCEPTED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**



John Ford

Date: 2/16/16

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

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Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER**

As of May 16, 2018

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
19-02 Steinway Street  
Astoria, New York 11105

**Re: Cancellation of Call – Sixth/Seventh Day Premiums**

Dear John:

During the 2018 negotiations, the Employers made and withdrew a proposal to add language to the 2018 Local #52 Feature and Television Production Contract and to the 2018 Local #52 Supplemental Digital Production Agreement stating that “a cancelled ‘weather-permitting’ call shall not be considered a day worked.”

The parties agree that such withdrawal is without prejudice to the Employers’ position that sixth or seventh day premiums are not due when an Employer cancels a call and reschedules work on a regularly-scheduled day off within the same workweek, and the employee does not actually work six or seven days within that workweek. The parties further agree that the Employers’ submission to the Union of any proposal during the 2018 negotiations containing the language quoted above shall not be considered part of the bargaining record and shall not be offered or admitted into evidence in any proceeding to demonstrate that a premium is due in those circumstances.

John Ford  
Cancellation of Call – Sixth/Seventh Day Premiums  
As of May 16, 2018  
Page 2

In agreeing to the foregoing, Local #52 expressly reserves its position that a sixth or seventh day premium is due when the Employer cancels a call and reschedules work on a regularly-scheduled day off within the same workweek.

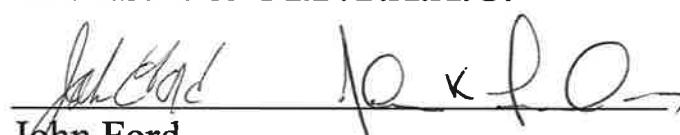
Sincerely,

A blue ink signature of Carol A. Lombardini.

Carol A. Lombardini

**ACCEPTED AND AGREED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**

John Ford  
President

Date: 10/10/19

**ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

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Carol A. Lombardini  
President

Direct: 818.935.5930

**SIDELETTER**

As of May 16, 2018

Mr. John Ford  
President  
Motion Picture Studio Mechanics, Local #52  
19-02 Steinway Street  
Astoria, New York 11105

**Re: Diversity and Inclusion**

Dear John:

Local #52 and the Employers agree to cooperate in their efforts and engage in ongoing discussions with the goal of promoting diversity in the hiring of Local #52-represented classifications. Topics of discussion may include: (1) examining characteristics of the labor pool; (2) sharing information and discussing ways to improve existing initiatives; (3) developing new initiatives aimed at increasing the employment of under-represented groups including but not limited to women, people of color, people with disabilities, LGBTQ individuals, etc.; and (4) developing criteria to benchmark success in these areas.

Sincerely,



Carol A. Lombardini

**ACCEPTED AND AGREED:**

**MOTION PICTURE STUDIO MECHANICS, LOCAL #52,  
I.A.T.S.E. & M.P.T.A.A.C.**

  
John Ford  
President

Date: 10/4/18