

**AGREEMENT OF AUGUST 1, 2018 between PRODUCER and
International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada and
COSTUME DESIGNERS GUILD, LOCAL #892**

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**AGREEMENT OF AUGUST 1, 2018
BETWEEN PRODUCER AND I.A.T.S.E. & M.P.T.A.A.C.
AND LOCAL #892 THEREOF**

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

and

COSTUME DESIGNERS GUILD, LOCAL #892

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

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

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

ARTICLE 1. Scope of Agreement

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

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

In the event the Producer elects to and does employ a person in the County of Los Angeles, California to perform work outside the limits of the United States, its territories and Canada in any of the job classifications covered hereunder, then the provisions of this Agreement

shall apply to such person. However, such person and Producer may make any other agreement to apply to such employment, such as a “flat deal” contract, in the place and stead of the provisions of this Agreement, provided such other agreement requires not less than seventy-five (75) hours per week in pension and health contributions to be made on behalf of such person (which amount may be prorated for partial workweeks).

The term “employee,” as hereinafter used, shall be deemed to mean an employee subject to the terms and conditions of this Agreement.

ARTICLE 2. Recognition

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

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

ARTICLE 3. Union Security

(a) Each employee of the Producer subject to the provisions of this Agreement shall, as a condition of employment, be or become a member of the Guild on and after the thirtieth day following the first day of his employment, or the execution date of this Agreement, whichever is the later.

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

(b) The Producer may employ or continue to employ any such then-employed employee who does not become or is not a member of the Guild as required under subparagraph (a) above, until: (1) the Guild first gives the Producer a written notice that such employee has not become or is not then a member of the Guild, as above required, because of such employee’s failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining such membership, as the case may be, and (2) such employee fails to tender to

the Guild such required periodic dues or initiation fees, as the case may be, within three (3) business days after Producer receives such notice; in which event Producer, upon receipt of written notice by the Guild requesting the discharge of such employee for non-membership, as herein provided, shall discharge said employee at the close of the shift on which such employee is working at the time Producer receives this notice.

(c) Producer agrees to inform the Guild, in writing, within seven (7) days (Saturdays, Sundays and holidays excluded) from the date of first employment hereafter, of the name, residence address, social security number and date of employment of any employee subject to this Agreement; provided, that an inadvertent failure to give such notice shall not be considered a breach of this Agreement.

(d) Producer shall notify the Guild of the employment of any person who renders services covered by this Agreement whether or not such employment is first employment covered by subparagraph (c) above or such employment is covered by a personal service contract covered by Paragraph 58.

All notices required by this Agreement are to be sent by Producer to the Guild and copies of personal service contracts shall be sent to the Guild's representative.

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

Wage scales, hours of employment and working conditions shall be as set forth in the "Wage Scales, Hours of Employment and Working Conditions" herein for employees employed on theatrical and television motion pictures recorded on film and on theatrical motion pictures and one-hour and long-form prime time¹ dramatic television motion pictures recorded digitally.

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

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

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

(a) Paragraphs 5 (“Night Premiums”) and 10 (“Call-backs”) of Section II (“Studio Working Conditions”) of this Agreement shall apply in lieu of Paragraph 16 (“Night Premiums”) and 28 (“Call-backs”) of the Videotape Agreement for employees employed on one-half hour single camera prime time dramatic television motion pictures recorded digitally;

(b) The special conditions set forth in Sideletter No. 1 to the Videotape Agreement shall apply to employees employed on one-half hour pilots recorded digitally;

(c) The special conditions set forth in Sideletter No. 2 to the Videotape Agreement shall apply to employees employed on one-half hour single camera prime time dramatic television series recorded digitally, the production of which commenced on or after October 1, 2006; and

(d) The special conditions set forth in Sideletter No. 4 to the Videotape Agreement shall apply to employees employed on one-half hour dramatic pilots or series recorded digitally that are made for basic cable.

ARTICLE 5. Better Conditions

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

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

² For sake of clarity, “situation comedies” recorded digitally for television are included within the meaning of “dramatic television motion pictures.”

ARTICLE 6. Authority of Union and Producer

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

ARTICLE 7. Grievance and Arbitration Procedure

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

Step One - The aggrieved party shall mail or deliver to the other party a written notice of the claim and concurrently furnish a copy of such notice to the International Representative of the IATSE and Contract Services Administration Trust Fund. Such written notice shall contain the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the production (if any), the remedy sought and the names of the individuals aggrieved, when known, except for group claims for which the classifications of the individuals aggrieved, when known, shall be listed.

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

The party which has received the grievance shall, within fifteen (15) working days after the grievance has been received, respond in writing to the aggrieved party, setting forth the reasons, if any, for the action(s) taken by it, which action(s) gave rise to the grievance. Copies of such written response shall also be furnished to the same parties served with the grievance. The representative of the Local Union and the designated representative of Producer shall immediately discuss the matter and the grievance shall be settled if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any employees concerned.

If the party receiving the grievance fails to serve the written response as required by Step One, then the other party may elect to

proceed directly to arbitration or to Step Two by serving a written demand upon the other party within five (5) working days after the written response was due.

Conciliation Committee

Step Two - If, within ten (10) working days after the response has been served, the parties fail to meet, or if the grievance is not settled, then the aggrieved party may proceed to Step Two, by delivering or mailing, within five (5) working days thereafter, a written demand, which shall include a statement of the particulars of the claim, upon the other party and upon the International Representative of the IATSE and CSATF. If neither party requests a Step Two conciliation meeting, then the aggrieved party may proceed directly to Step Three regarding expedited or regular arbitration, by serving a written demand upon the other party within the time periods set forth above. Failure of the aggrieved party to so serve such demand for a Step Two conciliation meeting or an arbitration shall constitute a waiver of the claim, unless the parties mutually stipulate otherwise in Step One.

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

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

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

The AMPTP and the IATSE shall adopt written rules and procedures which shall be designed to foster to the maximum extent

possible the exploratory and conciliatory nature of Step Two of this procedure.

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

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

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

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

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

arbitration following Step Two over disputes with regard to only “WAGE SCALES, HOURS OF EMPLOYMENT, AND WORKING CONDITIONS” provision of the Agreement subject to this Article and provided the claim for damages does not exceed fifteen thousand dollars (\$15,000). Any other case may be submitted to expedited arbitration only by the mutual agreement of the parties.

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

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

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

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

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

The expedited arbitration hearing shall be presided over by a neutral arbitrator assigned from the panel of neutral arbitrators. The IATSE and CSATF shall schedule the grievances to be heard in order of receipt. The grievances must be heard by the assigned arbitrator unless that individual becomes unavailable, in which instance the next arbitrator in the rotation shall hear the grievance. If either party intends to be represented by outside counsel at the expedited arbitration hearing, then such party must notify the opposing party within two (2) working days after the hearing date for the expedited arbitration has been determined. The parties, who may be represented by outside counsel, will not file post-hearing briefs, but may, prior to or during the hearing, present a written statement of the facts. If either party so desires, a

stenographic record may be made and that party shall pay for the transcript. In such cases, the transcript shall be solely for the use of the party requesting it and shall not be used to delay a decision in the matter. The two preceding sentences shall not apply to roster placement nor roster removal arbitrations, for which no stenographic record shall be made. The neutral arbitrator shall have sole authority to rule on all motions and decide the case.

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

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

The bills of the arbitrator, together with a completed information form, shall be sent by the arbitrator to the IATSE and the Producer involved in the expedited arbitration with copies to CSATF. The information form shall be jointly prepared by the IATSE and CSATF. The neutral arbitrator shall proceed to hear a dispute properly before him under this provision of expedited arbitration, notwithstanding the fact that a similar case may be pending in a regular arbitration.

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

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

If demand is served for regular arbitration, then the parties shall select a sole arbitrator to hear and determine the grievance by mutual agreement. If the parties cannot agree to the arbitrator to be appointed, then each party shall have the right to alternately strike an arbitrator's name from the panel until such time as one (1) arbitrator is left and the remaining arbitrator shall be selected and appointed as the arbitrator in the proceedings.

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

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

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

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

which such holiday or vacation pay, as the case may be, was earned, shall be deemed to be waived.

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

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

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

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

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

(g) An arbitration award issued in either expedited or regular arbitration proceedings or a final and binding award rendered in Step Two of the grievance procedure which requires the payment of a specific sum of money shall be paid within thirty (30) days of the date of the award. If payment is not made within said period, interest shall accrue on the sum(s) due from the date of the award at the rate of one percent (1%) per month.

If a calculation is required to determine the specific amount(s) due under the award, the Producer shall calculate such amount(s) and shall notify the other party of the specific sum(s) due within sixty (60) days of the date of the award. If such calculation is not made or if notice is not given as required, interest shall accrue on the sum(s) due from the date of the award at a rate of one percent (1%) per month. If, after calculation, the parties disagree on the sum(s) due, or if

the amount(s) due and owing under the award cannot be calculated within the sixty-day period as a result of factors beyond the control of the Producer, then no interest shall accrue upon the sum(s) due.

ARTICLE 8. Conflict With Laws

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

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

The terms and conditions of such appropriate modifications, if any, by the said Arbitration Committee, shall be effective and operative as of the date on which the provisions, so modified accordingly, were so affected by any such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, in such manner and to the extent as above described and provided. The amounts and payments of wages or other financial benefits contained in such appropriate modifications, if any, made by such Arbitration Committee, shall be computed and paid thereunder retroactive to the effective date of

such modifications. In the event that no such modifications can be made, as above provided, because of any legislation, decision of a court of competent jurisdiction or governmental regulation, Producer shall not be liable for any retroactive back pay adjustments, or any other penalty, if any such modification is thereafter permissible. The decision of the said Arbitration Committee shall be final and shall not be subject to the Grievance and Arbitration Procedure in Article 7 above, but its authority to decide shall be limited to the issue and remedy herein provided. The above procedure and conditions shall be the exclusive remedy for determining any dispute arising under this Article 8.

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

ARTICLE 9. Term of Agreement

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

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

ARTICLE 10. Interpretation

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

This Agreement hereby terminates and replaces the previous Agreement between the parties hereto entitled “Agreement of August 1, 2015 between Producer and I.A.T.S.E. & M.P.T.A.A.C. and Local #892 thereof.”

ARTICLE 11. Gender - Included Meanings

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

ARTICLE 12. “Professional” Capacity

The Guild and the Producer have agreed that the employees hereunder are employed by the Producer in a “professional” capacity within the meaning of the Fair Labor Standards Act of 1938, as amended.

ARTICLE 13. California Sick Leave

(a) Accrual. Commencing July 1, 2015, eligible employees covered by the IATSE Basic Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked in California for Producer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, a Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days in California for the Producer and after their ninetieth (90th) day of employment in California with the Producer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee’s anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

(b) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days in California within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee’s anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Producer in California for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the employee’s anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-

four (24) hours or three (3) days during each year of employment as defined by the Employer in advance.

(c) For employees employed on an hourly or daily basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at his straight time hourly rate. For weekly employees (including "on call" employees), a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate under the studio minimum wage scales or one-sixth (1/6th) of the employee's weekly rate under the distant location minimum wage scales (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees (including "on call" employees) may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising his right to paid sick leave.

(d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's "family member."³ Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

(e) Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an employee is rehired by the Producer within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave shall be reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

(f) Producer shall include in the employee's start paperwork the contact information for the designated Producer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (b) above or, alternatively, if the Producer elected

³ "Family member" means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

to provide employees with a sick leave bank, the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer selected for the bank of three (3) sick days as provided in subparagraph (a) above. Producer also shall notify the West Coast office of the IATSE of the name and contact information of the designated Producer representative.

(g) Any Producer that has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, as of June 30, 2015, may continue such policy in lieu of the foregoing. Nothing shall prevent a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

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

ARTICLE 14. Waiver of New York City Earned Safe and Sick Time Act and Similar Laws

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the Westchester County Earned Sick Leave Law (Section 700.36 *et seq.* of the Laws of Westchester County); the New Jersey Paid Sick Leave Act (C.34:11-56a *et seq.*); Section 1-24-045 of the Municipal Code of Chicago; the Cook County Earned Sick Leave Ordinance (Ordinance No. 16-4229); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.01.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698); Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of

Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412); and Trenton, New Jersey (Ordinance No. 14-45) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the IATSE and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

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

I. STUDIO MINIMUM WAGE SCALES

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

Costume Designers Guild, Local #892 7/29/18 - 8/3/19 Occ. Code No. Classification	Studio Minimum Rates 5-day week		
	Schedule C ¹		
	Daily Employees “On Call”	Weekly Employees “On Call”	
2200 Costume Designer - Theatrical	\$1,006.88	\$2,959.62	
2201 Costume Designer - Television	665.26 ²	2,782.65	
2202 Assistant Costume Designer ³	Schedule A ¹ Daily Employees “On Call”	Schedule B-1 ¹ Weekly Employees “On Call”	
	\$499.11	\$2,290.28	
2211 Senior Costume Sketch Artist	Schedule A-1 Daily Employees	Schedule B Weekly Employees	
	8 hour minimum; 1½ after 8 hours daily and/or 40 hours	Weekly Guarantee - 40 hours; Minimum Call - 8 hours; 1½ after 40 cumulative hours	
	Per Hour	Per Hour	Weekly Guarantee
	\$47.27	\$43.56	\$1,742.40

Footnotes applicable to this Paragraph 1(a) begin on page 21.

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

Costume Designers Guild, Local #892 8/4/19 - 8/1/20 Occ. Code No. Classification	Studio Minimum Rates 5-day week		
	Schedule C ¹		
	Daily Employees “On Call”	Weekly Employees “On Call”	
2200 Costume Designer - Theatrical	\$1,037.09	\$3,048.41	
2201 Costume Designer - Television	685.22 ²	2,866.13	
2202 Assistant Costume Designer ³	Schedule A ¹ Daily Employees “On Call”	Schedule B-1 ¹ Weekly Employees “On Call”	
	\$514.08	\$2,358.99	
2211 Senior Costume Sketch Artist	Schedule A-1 Daily Employees	Schedule B Weekly Employees	
	8 hour minimum; 1½ after 8 hours daily and/or 40 hours	Weekly Guarantee - 40 hours; Minimum Call - 8 hours; 1½ after 40 cumulative hours	
	Per Hour	Per Hour	Weekly Guarantee
	\$48.69	\$44.87	\$1,794.80

Footnotes applicable to this Paragraph 1(b) begin on page 21.

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

Costume Designers Guild, Local #892 8/2/20 - 7/31/18 Occ. Code No. Classification	Studio Minimum Rates 5-day week		
	Schedule C ¹		
	Daily Employees “On Call”	Weekly Employees “On Call”	
2200 Costume Designer - Theatrical	\$1,068.20	\$3,139.86	
2201 Costume Designer - Television	705.78 ²	2,952.11	
2202 Assistant Costume Designer ³	Schedule A ¹ Daily Employees “On Call”	Schedule B-1 ¹ Weekly Employees “On Call”	
	\$529.50	\$2,429.76	
2211 Senior Costume Sketch Artist	Schedule A-1 Daily Employees	Schedule B Weekly Employees	
	8 hour minimum; 1½ after 8 hours daily and/or 40 hours	Weekly Guarantee - 40 hours; Minimum Call - 8 hours; 1½ after 40 cumulative hours	
	Per Hour	Per Hour	Weekly Guarantee
	\$50.15	\$46.22	\$1,848.80

Footnotes applicable to this Paragraph 1(c) begin page 21.

- ¹ “On Call” Employee Work on Recognized Holidays - If an employee hired under the “On Call” Schedule is specifically instructed and required by Producer to perform work on a recognized holiday, under the direction and control of Producer, he shall be paid an additional one-fifth (1/5) of the “on call” weekly rate in effect for each day so worked.

“On Call” Employee Work on Six (6) or Seven (7) Days Within the Employee’s Workweek - If an employee hired under the “On Call” Schedule is specifically instructed and required by Producer to perform work on six (6) or seven (7) days within the employee’s workweek, under the direction and control of the Producer, he shall receive one and one-half times one-fifth (1/5) of the “on call” weekly rate in effect for the sixth or seventh day(s) so worked.

Such provisions shall apply to employees hired under the “On Call” Schedule who, having commenced work on the previous day, continue to work past 1:00 a.m. on such sixth or seventh day within the employee’s workweek or recognized holiday, as the case may be, and who worked at least fifteen (15) hours, including meal period, before being dismissed on such sixth or seventh day within the employee’s workweek or recognized holiday, as the case may be. In any event, an employee hired under the “On Call” Schedule who does not so work past 1:00 a.m. on such sixth or seventh day within the employee’s workweek or recognized holiday shall not be deemed to have worked on such day by reason of work between 12:00 midnight and 1:00 a.m. of that day.

The term “rate in effect” means wage scale plus amounts in excess of scale, if any.

- ² On television productions, if a Costume Designer is hired under this Agreement on a daily basis, the Producer must engage a person not on the payroll of that production. For each day so worked, Producer shall submit contributions to the Pension and Health Plans on behalf of the Costume Designer based on twelve (12) hours.

In hiring daily schedule Costume Designers, Producer shall give preference of employment to qualified Costume Designers as provided in Paragraph 68 of the Local #892 Agreement.

- ³ Assistant Costume Designers are employees designated by Producer to work under the supervision and direction of Costume Designers. The duties are the same as those of a Costume Designer.

2. **Classification and Wage Schedule**

Each employee shall be notified at the time of his employment under which classification and wage schedule he is employed.

3. **Payroll Week**

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

4. **Fractional Payroll Weeks**

(a) **Guarantees of Employment:**

(1) **Schedule B-1 and Schedule C “On Call:”**

For any day other than the sixth or seventh day worked in an employee’s workweek (including holidays not worked):	1/5 of Schedule C rate per day
Holidays worked:	See footnote 1 in Paragraph 1

The above minimum guarantees shall apply for fractional weeks when employees are called back for retakes, changes or added scenes on the same production.

(2) **Schedule B (Hourly Employees):**

For any day other than the sixth or seventh day worked in an employee’s workweek (including holidays not worked):	8 hours per day; 1½ thereafter at Schedule B rates
Holidays worked:	Minimum call - 8 hours; double Schedule B rates

(b) Any weekly schedule employee who works three (3) or fewer days in a workweek shall be compensated based on one-fifth (1/5) of the weekly rate for each day worked (*e.g.*, an employee who works three (3) days shall be paid three-fifths (3/5) of the weekly rate). Weekly

schedule employees who work more than three (3) days in a workweek shall be paid a full week's pay.

II. STUDIO WORKING CONDITIONS

The provisions of this Section II shall not be applicable where otherwise provided nor shall they be applicable to employees hired under the "On Call" schedule, except as provided in Paragraph 6(e) below.

5. Night Premiums

Work time for "Off Production" employees shall be paid for according to the following schedule:

(a) Employees called to work between 6:00 a.m. and 8:00 p.m. shall receive a ten percent (10%) premium for all time worked between 8:00 p.m. and 6:00 a.m.

(b) Employees called to work between 8:00 p.m. and 4:00 a.m. shall receive a twenty percent (20%) premium for all time worked.

(c) Employees called to work between 4:00 a.m. and 6:00 a.m. shall receive a twenty percent (20%) premium for all time worked until 6:00 a.m. and straight time for the remainder of the minimum call.

6. Minimum Calls

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

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

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

(c) No Clause.

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

(e) A four (4) hour minimum call shall apply for any day on which an employee, at the request of an individual Producer, reports for safety training. A daily “on call” employee who reports for safety training shall be paid one-half ($\frac{1}{2}$) of the daily “on call” rate for each such day; a weekly “on call” employee shall be paid one-tenth ($\frac{1}{10}$) of the weekly “on call” rate for each such day.

7. Overtime

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

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

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

(d) Night premiums shall be included as a part of the Regular Basic Hourly Rate in computing overtime.

(e) Meal delay penalties (Paragraph 20) and pay for call-back intervening time of less than five (5) hours (Paragraph 10) shall be included as a part of the Regular Basic Hourly Rate in computing overtime required by the Fair Labor Standards Act.

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

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

(b) Time and one-half shall be paid for the employee's sixth day of work within a workweek. Double time shall be paid for the employee's seventh day of work within a workweek. If an employee works six (6) or seven (7) days within his workweek, the sixth or seventh day worked shall be subject to Paragraph 5, "Night Premiums." All employees are paid at their scheduled Regular Basic Hourly Rates as specified in Paragraph 1.

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

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

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

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

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

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

(i) As to “off production” employees:

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

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

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

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

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

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

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

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

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

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

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

9. Holidays

(a) Work time on holidays shall be subject to Paragraph 5, “Night Premiums.” All employees are paid at their scheduled Regular Basic Hourly Rates. Minimum calls are as specified in Paragraph 1 above.

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

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

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

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

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

(c) Provisions for Holidays not Worked

(1) Daily Employees

Effective in the period January 1, 2018 to and including December 31, 2018, in the period January 1, 2019 to and including December 31, 2019 and in the period January 1, 2020 to and including December 31, 2020, a Daily Schedule employee shall receive 3.719% of his annual straight work time earnings, including night premiums, as payment for holidays not worked. Pay at straight time only for unworked holidays paid to Daily Schedule employees during distant location employment shall be offset against such employee's annual holiday compensation, computed as above.

(2) Weekly Employees

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

(d) Provisions for Holidays Worked

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

(2) As to Weekly Employees, hours worked shall be included as work time. In addition, employee shall receive pay at the

Regular Basic Hourly Rate for the number of hours worked, but not less than the hours of the minimum call.

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

The foregoing shall be subject to the following provisions:

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

(2) "Weekly schedule of pay," in the case of an employee hired under the "On Call" schedule, shall be deemed to mean the pay rate specified in the wage scale, plus overscale payment, if any. A day's holiday pay for such schedule shall be considered as one-fifth (1/5) of such weekly schedule rate of pay, plus overscale payment, if any, for studio workweeks, and one-sixth (1/6) of such rate of pay for distant location workweeks.

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

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

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

(1) Producers that currently pay for vacations and/or holidays on a weekly basis shall continue to adhere to their existing practice. Producers that currently make vacation and/or holiday

payments pursuant to subparagraph (f)(2) below may instead elect on a production-by-production basis to pay on a weekly basis.

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

(i) With respect to employees on layoff:

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

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

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

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

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

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

(E) On or about March 15 of the second calendar year following the year in which vacation and/or holiday pay was earned ("the second calendar year"), employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion

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

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

(ii) With respect to employees on payroll:

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

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

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

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

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

(D) On or about March 15 of the second calendar year, employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the

Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the Motion Picture Industry Pension Plan.

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

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

10. Call-backs (Rest Period)

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

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

(B) Any one-hour episodic series made for free or pay television or basic cable or a 36 to 65 minute "Mid-Budget SVOD" or "High Budget SVOD" episodic series that is in its second or subsequent season of production; or

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

(ii) (A) The rest period shall be ten (10) hours following dismissal when employed at a studio. If the foregoing rest

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

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

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

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

(2) The rest period for “On Production” employees and for “Off Production” employees assigned to a theatrical motion picture or a long-form television motion picture that commences principal photography on or after January 8, 2019 who work fourteen (14) or more hours on two (2) consecutive days for the same Producer on the same production shall be ten (10) hours on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Producer on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off.

The rest period shall be measured from dismissal when the employee is employed in the studio or studio zone, from the time the employee is deemed to have reached the perimeter of the thirty-mile

zone for employees working in the secondary studio zone or from the time the employee is deemed to have reached the place of reporting when working on a nearby location.

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

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

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

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

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

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

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

(b) Intervening time of less than five (5) hours between dismissal and call-back for work shall be work time; intervening time of five (5) or more hours shall not be work time. When intervening time is less than five (5) hours, such time may be applied as part of the “call-back” guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees For “Call-backs” During Rest Period Following Dismissal		
Classification	Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee’s Workweek	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at 1½; 1½ thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

*The above “call-back” guarantees for the sixth or seventh day worked in an employee’s workweek or holiday do not apply when employee reports to work on such days within eight (8) hours of time of dismissal from work starting on the previous day. In such event, the “call-back” guarantee is the minimum call in hours as specified in Paragraph 1.

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

11. Golden Hour Provisions

(a) (1) All time worked at a studio zone (or secondary studio zone) location or nearby location, including a combination of work in the same shift of work between a studio and any of such locations, in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

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

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

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

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

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

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

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

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

(b) Except as provided in Paragraph 10(a)(1) and (2), once an employee is on Golden Hours, all work time thereafter (including meal periods, but excluding interruptions as defined below) shall be paid for at the applicable Golden Hour rate until he shall have received a rest period of not less than eight (8) consecutive hours. (Deductible meal periods shall not be included in work time which is to be paid for at the applicable Golden Hour rate for "on production" employees employed on television productions whose shift of work occurs solely on the premises in a studio, at a studio zone (or secondary studio zone) location, at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location.)

If an employee reaches the Golden Hour rate applicable to the seventh day worked and continues to work past midnight on such

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

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

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

(d) No Clause.

(e) Compensation for Golden Hours shall be used only to pay for Golden Hours and shall supersede and replace any other compensation for work time during Golden Hours. However, in the event of a forced

call, Golden Hours may be used to fulfill minimum call guarantees on the day(s) of the forced call.

12-16. No Clauses.

17. Time Cards and Computation of Work Time

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

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

(c) The IATSE and an individual Producer may agree to relocate the time clock at a place other than an employee's department headquarters. The IATSE shall not unreasonably deny a request for relocation; provided, however, not more than one (1) such request shall be made during the term of this Agreement. In the event of a dispute as to relocation of a time clock, the matter shall be submitted to the President of the IATSE and the President of the AMPTP for resolution.

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

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

18. No Clause.

19. Pay-off Requirements

(a) The regular pay day will be on Thursday (holiday weeks excluded).

(b) When employee is laid off and requests pay, he shall be paid at time of layoff or within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.

(c) If, due to the fault of the Producer, an employee does not receive wages or salary on a timely basis, the Producer shall, within

three (3) days after being so notified by the employee, issue a check in payment of same to the employee.

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

20. Meal Periods and Meals

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

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

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

The Employers and the IATSE agree that they will work with the DGA and/or production executives on both the East and West Coasts in an effort to ensure that meal periods are called at the contractually-prescribed time for employees working on television motion pictures in a studio.

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

of three (3) representatives designated by the AMPTP and three (3) representatives designated by the IATSE.

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

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

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

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

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

(g) When the Producer furnishes meals to a shooting unit off any lot, and an “Off Production” crew is working on the same site at the same time for the same unit, the Producer will likewise furnish meals to the “Off Production” crew.

(h) (1) Except as provided in subparagraph (2) below, meal penalty for delayed meals shall be computed as follows:

First one-half ($\frac{1}{2}$) hour meal delay or fraction
thereof \$ 7.50

Second one-half (½) hour meal delay or fraction thereof	\$10.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof	\$12.50

(2) Meal penalty for delayed meals for employees employed on television motion pictures shooting in a studio shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof	\$ 8.50
Second one-half (½) hour meal delay or fraction thereof	\$11.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof	\$13.50

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

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

20.1 Accommodations

Producer will use every reasonable effort to provide adequate working space to the Costume Designer on the project.

21-30. No Clauses.

III. DISTANT LOCATION MINIMUM WAGE SCALE

31. Distant Location Minimum Wage Scale

(a) “On Call” Employees

Employees hired under the “On Call” schedule shall receive, in addition to their current studio rate, a distant location allowance of six dollars (\$6.00) per diem.

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

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

(d) Payment Provisions Applicable to the Sixth and Seventh Days in an Employee’s Workweek on Distant Location and to Partial Workweeks for Employees Hired under the “On Call” Schedule.

(1) Notwithstanding any other provision of this Agreement, the following shall apply to employees hired under the “On Call” schedule with respect to the sixth and seventh days in an employee’s workweek on distant location, whether work is performed or not:

(i) For each sixth day worked in an employee’s workweek during a full six (6) day workweek, employee shall receive an amount equal to one and one-half times one-fifth (1/5) of the “on call” weekly rate in effect in addition to the “on call” salary in effect.

(ii) For each sixth day not worked in an employee’s workweek during a full six (6) day workweek, employee shall receive an allowance equal to one-twelfth (1/12) of the scheduled minimum “on call” weekly rate, plus pension and health contributions for seven (7) hours.

(iii) For each seventh day not worked in an employee’s workweek, employee shall receive an allowance equal to

one-twelfth (1/12) of the scheduled minimum “on call” weekly rate, plus pension and health contributions for eight (8) hours.

(iv) For each seventh day worked in an employee’s workweek, if employee actually performs work at the direction of the Producer, employee shall be paid an additional amount equal to one-third (1/3) of the “on call” weekly rate in effect. Said amount shall be paid in addition to any amount due for the sixth day in the employee’s workweek on distant location pursuant to the above subparagraphs.

The term “rate in effect” means wage scale plus amounts in excess of scale, if any.

Notwithstanding any agreement between employee and Producer, the aggregate compensation paid to such employee shall not be less than the scheduled studio weekly minimum “on call” rate plus any additional compensation due for the sixth or seventh day in the employee’s workweek as required hereinabove and any additional compensation due for work on a recognized holiday as required hereinbelow.

(2) Partial Workweek

In a partial workweek, five (5) days or less, consisting of studio workdays and distant location workdays, studio days shall be prorated at one-fifth (1/5) of the scheduled studio minimum salary rate and distant location days shall be prorated at one-sixth (1/6) of such rate; provided, however, that for any five (5) consecutive days within the same payroll week, an employee shall be paid not less than the scheduled studio minimum salary rate.

(3) “On Call” Employee Work on a Recognized Holiday

If an employee hired under the “On Call” schedule is specifically instructed and required by Producer to perform work on a recognized holiday on distant location, under the direction and control of Producer, Producer shall pay such employee one-sixth (1/6) of his “on call” weekly salary in effect for each such recognized holiday so worked. Said amount shall be payable not later than the second Thursday following the employee’s return to the studio.

(e) Hourly Employees

Studio wage rates and conditions shall apply on distant location; provided, however, the following studio provisions shall not be applicable on distant location:

(1) The sixth day worked in an employee's workweek on distant location is considered a straight time day.

(2) "Night Premiums" (Paragraph 5); and

(3) "Call-backs" (Paragraph 10)

32. Minimum Calls and Allowances on Distant Location

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

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

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

(d) - (g) No Clauses.

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

33-35. No Clauses.

IV. DISTANT LOCATION DEFINITIONS AND WORKING CONDITIONS

(Only Paragraphs 36, 37(a), 37(b), 39(a) and 39(f) of this Section IV are applicable to employees hired under the "On Call" schedule.)

36. Distant Locations Defined

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

37. Traveling Expenses and Accommodations

(a) Traveling Expenses

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

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

(b) Accommodations

Employees on distant location shall be entitled to single room housing when it is reasonably available.

(c) Travel Time for Hourly Employees - Distant Locations

Hourly employees traveling to and from distant locations shall be paid for travel time in accordance with the industry practice for comparable employees (such as office employees, illustrators, etc.).

38. No Clause.

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

(a) "On call" employees who travel only to or from distant location shall be paid an allowance of one-sixth (1/6) of the scheduled minimum weekly "on-call" rate for any day so traveled.

(b) - (e) No Clauses.

(f) Travel Insurance

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

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

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

40. No Clause.

41. Call-backs (Rest Period)

Rest periods following dismissal shall be eight (8) hours on distant location. Intervening time of less than five (5) hours between dismissal and call-back for work shall be work time; intervening time of five (5) or more hours shall not be work time. When intervening time is less than five (5) hours, such time may be applied as part of the “call-back” guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees for “Call-backs” During Rest Periods Following Dismissal		
Classification	Any Day Other Than a Holiday or the Seventh Day Worked in an Employee’s Workweek	Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at 1½; 1½ thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

*The above “call-back” guarantees for holidays and the seventh day worked in an employee’s workweek do not apply when employee reports to work on such days within the appropriate rest period following dismissal from work starting on the previous day. In such event, the

“call-back” guarantee is the minimum call in hours as specified in Paragraph 31.

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

42. No Clause.

43. Sixth Day Worked on Distant Location

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

44. Golden Hours on Distant Location

(a) No Clause.

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

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

45. Meal Periods on Distant Location

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

(12) minute grace period may not be utilized when the meal period has been extended as permitted above.

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

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

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

(c) Meal penalty for delayed meals shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof	\$ 7.50
Second one-half (½) hour meal delay or fraction thereof	\$10.00
Third and each succeeding one-half (½) hour meal delay or fraction thereof	\$12.50

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

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

reference to a “reasonable hot breakfast” means a meal appropriate to the time of day.

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

46. Night Premiums on Distant Location

There are no night premiums on distant location.

47-50. No Clauses.

V. GENERAL CLAUSES

51. Hazardous Work

The employee selected to perform hazardous work and Producer are to negotiate and agree upon a rate in advance for such work and, if no agreement is so reached, the employee will not jeopardize working opportunities by refusing to perform work that is considered hazardous. The employee may request the assistance of the Business Representative of the Union in such negotiations.

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

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

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

52. Allowances for Hazardous Work

The following allowances shall be paid for hazardous work:

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

53. Abnormally Cold or Wet Work

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

54. Overscale Employees

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

55-56. No Clauses.

57. Earnings Reports

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

58. Personal Service Contracts

Any personal service contract entered into between Producer and Costume Designer shall conform, at least, to the terms and conditions of this Agreement, except as hereinafter expressly provided. The agreed-upon compensation set forth in a personal service contract with a Costume Designer may include and be in lieu of vacation pay, holiday pay, pay for the sixth and/or seventh day worked in an employee's workweek, and severance pay called for by this Agreement, provided, however, that it is clear from the terms of the personal service contract that said benefits were expressly intended to be covered by the agreed-upon compensation set forth in the personal service contract.

Producer shall supply a fully-executed copy of any personal service contract entered into with an employee subject to this Agreement to both the employee and the Guild.

59. Studio Pass

The duly authorized Business Representative of the Union shall be furnished a pass to the studio. He shall be permitted to visit any portion of the studio, lot or ranch necessary for the proper conduct of the business of the Union during working hours.

60. Stewards

The Guild may designate or redesignate, as the case may be, an employee subject to this Agreement as a Steward to inspect all working conditions affecting the terms of this Agreement. It shall be the responsibility of the Steward to settle minor grievances with the designated representative of the Producer and, in the event such grievance cannot be adjusted, to notify the Business Representative. The Steward so designated shall be permitted to perform these duties, but such duties shall not unduly interfere with his work.

61. No Clause.

62. Safety

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

(b) Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations

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

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

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

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

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

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

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

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

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

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

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

63-65. No Clauses.

66. Non-Discrimination

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

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

67. Foremen and Supervisory Employees

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

employee for failing or refusing to give or recommend any such unlawful employment preference.

68. Preference of Employment

The Producer, in the hiring of Costume Designers, shall give preference of employment to qualified Costume Designers. For purposes of this provision only, a “qualified Costume Designer” is defined as a person who has had prior employment as a Costume Designer in the production of a motion picture (as defined in the Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement), television or legitimate theatre at least once during a period of three (3) years prior to the date of the proposed employment. For these purposes, screen credit alone shall not be determinative proof of such prior employment.

In order to assist the Producer in locating qualified Costume Designers, the Guild will, on a current basis, supply to the Producer an availability list containing the names of currently available qualified Costume Designers. Prior to selecting a Costume Designer for a production, the Producer will give good faith consideration to the Costume Designers on the current availability list supplied by the Guild. The decision as to whether or not to employ a person from said availability list shall be in the sole discretion of the Producer.

The foregoing preference of employment requirement shall not apply to the employment of a person who: (a) has had sufficient training and/or experience so as to qualify for a career as a professional Costume Designer, and (b) such person intends to be currently available for employment in the motion picture industry.

The parties hereby confirm that an employee on permanent disability status with one Producer may not work for another Producer in the same craft.

69. No Clause.

70. Reporting of Accidents

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported to the Union as soon as practicable after the accident. An employee who is injured while at work hereunder shall be credited with not less than a minimum call on the day of such injury.

71. Employees in the Armed Services

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

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

72. Vacations

Vacations with pay will be allowed to employees not under a written personal service contract as follows:

(a) Daily Schedule Employees

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

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

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

Employees with 50% Additional Vacation Pay (See (e) below)		
1,888.0 and over	(inclusive)	15
Between 1,761.6 and 1,887.9	(inclusive)	14
Between 1,635.2 and 1,761.5	(inclusive)	13
Between 1,508.8 and 1,635.1	(inclusive)	12
Between 1,382.4 and 1,508.7	(inclusive)	11
Between 1,256.0 and 1,382.3	(inclusive)	10
Between 1,129.6 and 1,255.9	(inclusive)	9
Between 1,003.2 and 1,129.5	(inclusive)	8
Between 876.8 and 1,003.1	(inclusive)	7
Between 750.4 and 876.7	(inclusive)	6
Between 624.0 and 750.3	(inclusive)	5
Between 497.6 and 623.9	(inclusive)	4
Between 371.2 and 497.5	(inclusive)	3
Between 244.8 and 371.1	(inclusive)	2
Between 118.4 and 244.7	(inclusive)	1
118.3 and under	(inclusive)	0

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

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

*For vacation purposes only, full six-day weekly schedule workweeks on distant location shall be credited as five (5) days worked. In addition, one (1) workday shall be counted for each paid vacation day.

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

Daily Schedule Employment: 4% of straight time earnings including hours worked on night premiums at straight time.

Weekly Schedule Employment: 4% of guaranteed weekly earnings.

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

(1) Daily Schedule Employees (who also worked under a weekly schedule in the preceding year):

Studio Employment

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

(2) "On Call" Weekly Employees:

Days worked are equal to the number of days paid for days other than the sixth and seventh days worked in the employee's workweek.

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

(1) Weekly Schedule Employees, including Daily Schedule employees, who also worked under a weekly schedule in the preceding year: one (1) day is equal to eight (8) hours average pay at straight time.

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

(3) "On Call" Weekly Schedule Employees: One (1) day is equal to pay of one-fifth (1/5) of weekly rate in effect at start of vacation.

(e) Additional Vacation Provisions

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

(1) Eligibility Requirements

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

As used in this provision, the term “year” shall mean the employee’s personal income tax earnings year (also hereinafter referred to as “tax year”); the term “eligible year” shall mean a tax year in which the employee worked one hundred (100) or more “straight time” days for Producer;⁴ the term “straight time” days shall be deemed to include the five (5) or six (6) days of employment, as the case may be, specified under the respective five (5) or six (6) day cumulative weekly schedules.

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

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

⁴ The term “eligible year” shall be applied in the following manner with respect to calendar year 1988 to take account of the WGA strike: As to calendar year 1988 only, an employee shall be deemed to have an “eligible year” if he has worked at least seven-twelfths (7/12) of the number of days otherwise required under Paragraph 72(e) to attain an eligible year. Thus, any employee who has worked 58 or more “straight time” days for Producer during calendar year 1988 shall be deemed to have an “eligible year” for purposes of the additional vacation provision.

(100) “straight time” days for Producer due to either or both of the following:

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

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

(2) Vacation Days and Pay

Commencing with October 26, 1955, such weekly or daily employees who become eligible on or after such date, as above provided, shall, beginning with the date they so become eligible, earn with Producer fifty percent (50%) more in vacation time and money based upon the applicable weekly or daily employee⁵ vacation schedule set forth above; any such employee shall be limited to earning a maximum of only fifteen (15) days vacation per year. Provided, that for the remainder of any such tax year in which such an employee becomes eligible, he shall only earn additional vacation time and money, as above provided, based solely on the “straight time” days he worked for Producer after he so became eligible and within the remaining portion of each year, to be computed separate and apart at the rate of one-half of the vacation benefit specified under the above applicable daily or weekly vacation schedule.

(3) Loss of Eligibility

Employees who become eligible, as above provided, but who thereafter either resign from employment with Producer or fail to work for Producer more than one hundred fifty (150) “straight time” days⁶ in any one (1) tax year shall, as of the last day of such tax year or, in the case of resignation, the date of such resignation, lose such eligibility and right to earn the additional vacation days and pay above provided; in such event, they shall thereupon be considered new employees hereunder with no previous employment credit with Producer

⁵ Vacation pay for such employee employed solely under a daily schedule shall be computed at the rate of 6.2762% instead of 4% as set forth in subparagraph (a)(1), above, of this Paragraph 72.

⁶ For purposes of calendar year 1988, the “more than one hundred fifty (150) ‘straight time’ days” requirement shall be reduced to “more than eighty-eight (88) ‘straight time’ days” to take account of the WGA strike.

for the purpose of subsequently establishing the above eligibility requirements.

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

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

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

(4) Eligibility Credit

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

(f) Daily and Weekly Schedule Employees

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

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

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

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

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

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

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

(8) Producer shall pay an eligible employee his vacation pay check not later than noon of the pay day preceding the commencement day of his vacation, provided the employee has made a request to Producer for such vacation check at least one (1) week prior to such pay day preceding the commencement of such vacation.

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

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

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

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

(A) With respect to employees on layoff:

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

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

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

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

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

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

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

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

(B) With respect to employees on payroll:

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

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

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

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

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

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

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

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

73. Jurisdictional Disputes

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

73.1 Letter of Understanding re Procedure for Implementing Paragraph 73

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

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

(c) In the event that the AMPTP disagrees with the IATSE decision as to which Local should be assigned the work, the IATSE

agrees to meet with the AMPTP in a good faith effort to resolve the question.

73.2 Handling of Disputes over “Copying” or “Redesign” Work

Disputes over the assignment of alleged “copying” or “redesign” work to persons employed under the Local #705 or Local #892 Agreements shall be handled in the following manner:

(1) Representatives of the Producer, Local #705 and Local #892 shall meet as a tripartite committee in an effort to resolve any such dispute. All such disputes shall be referred to this committee.

(2) If the committee unanimously agrees that the Producer has incorrectly assigned the work in dispute, then the remedy for such violation shall be the difference between the then-current weekly rate (*i.e.*, the rate in effect at the time the work was performed) of a Costume Designer and the then-current weekly rate (*i.e.*, the rate in effect at the time the work was performed) of a Costumer (Occ. Code #2305).

(3) In the event that the committee is unable to resolve the dispute or if the aggrieved Local Union believes that the remedy provided in subparagraph (2) is inadequate, then the aggrieved Local Union and/or the Producer shall have the right to submit the dispute to the President of the AMPTP and the President of the IATSE for a final and binding decision, which shall be issued in writing, as to whether the work in dispute was appropriately assigned. The Presidents shall jointly have the right to award an appropriate remedy as to any or all the parties.

74. Severance Pay

(a) General

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Payment of Full Severance Pay

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

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

(c) Offset

If an employee on the date of severance of employment with Producer after January 31, 1961 would otherwise already have five (5) or more qualified years with Producer, he shall be entitled to the total number of weeks of severance pay, as provided in (a) above, less an "offset" in the number of weeks of any severance pay he received from Producer before January 31, 1961 in connection with employment which

is considered in the computation of such qualified years or with “bridged” years as referred to in subparagraph (f) hereof. This “offset” shall apply only towards payments due after the completion of the second of two ninety (90) day periods referred to in subparagraph (a)(3) above. In this instance, payment by Producer of full severance pay to employee prior to January 31, 1961 shall not break the employee’s employment with such Producer for purposes of computing consecutive qualified years hereunder.

(d) Reduction of Severance Pay Amounts

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

(e) Disqualification for Severance Pay

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

(1) Refusal of Offers of Employment

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

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

(ii) If Producer is unable to reach the employee (including such inability to reach because no one answers employee’s telephone), Producer shall be obligated to telephone the Union and request the Union to make the call, in which event the Union shall either promptly confirm to the Producer by telephone its inability to reach the

employee or advise the Producer by telephone that it has reached the employee and of the results of such call.

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

(iv) If the employee is unavailable to accept such recall because of employment outside the motion picture industry at the time of such recall, he shall have a maximum of two (2) days after the date of such recall to make himself available and, if he fails to do so, then such employee shall lose his qualification for severance pay and, if he is subsequently rehired, shall be a new employee for severance pay purposes.

(2) Severance Beyond Control of Producer

In the event any severance is the result of a dismissal due to seniority requirements, a voluntary resignation or a layoff as a result of physical incapacity, epidemic, fire, action of the elements,

strike,⁷ walkouts, labor dispute, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion or for any other cause beyond the control of the Producer, whether of the same or any other nature, the employee shall not be entitled to any severance pay arising out of the completion of both of the ninety (90) day periods following such severance. In the event any severance is the result of dismissal for cause, the employee so severed shall be disqualified for severance pay.

(f) Qualified Years

As used herein, the term “qualified years,”⁸ with respect to any employee, shall refer to the number of consecutive periods of three hundred sixty-five (365) consecutive days each, calculated backward from the date of his severance, in each of which the employee has been employed by Producer for two hundred (200) or more work days (including paid vacation days as work days); it being understood and agreed that if, in any such three hundred sixty-five (365) day period, such employee was employed for less than two hundred (200) work days by Producer, such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be “bridged” for severance pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such “bridged” year in which employee was employed by Producer for two hundred (200) or more work days shall be counted as a qualified year; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such leave and provided, further, that the computation of qualified years shall be subject to the following exceptions:

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

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

⁸ The definition of a “qualified year,” for purposes of this Paragraph 74(f), shall be applied in the following manner with respect to calendar year 1988 to take account of the Writers Guild of America strike: As to calendar year 1988 only, an employee shall be deemed to have a “qualified year” if he has worked at least seven-twelfths (7/12) of the number of days otherwise required under this Paragraph to attain a “qualified year.” Thus, any employee who has worked one hundred seventeen (117) or more work days during calendar year 1988 shall be deemed to have a “qualified year” for purposes of this provision.

immediately preceding his date of severance, in which case he shall be credited with one (1) qualified year.

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

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

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

(g) Severance Obligation of Successor Company

If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate severance pay experience credit accrued with Producer and his employment shall not be considered to be terminated for severance pay purposes as a result of such successor company's acquisition of Producer. If such employee is not so continued in employment by the buying company, then Producer is responsible for any severance pay due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall not be entitled to any severance pay from either Producer or buying company.

(h) Presentation of Claim for Severance Pay

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

75. No Clause.

76. Re-employment of Former Labor Union Officers

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

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

77. Return of Transferred Employee to Bargaining Unit

Any employee of the Producer subject to this Agreement who is transferred or promoted to a position with Producer outside the classifications of the bargaining unit may, at the sole discretion of the Producer, upon the termination of such transfer or promotion, be restored to a position within the classifications of the bargaining unit on the same basis and seniority as though he had never been transferred or promoted from such bargaining unit. Provided, however, that such employee makes application with Producer for reinstatement to such position within the bargaining unit within ninety (90) days after severance from the position to which he had been transferred or promoted, as above described.

78. No Clause.

79. Leave of Absence

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

80-83. No Clauses.

84. Screen Credit

No screen credit as/or implying rendition of services as a Costume Designer on a motion picture subject to this Agreement shall be given to an individual other than a Costume Designer. This shall not imply any mandatory screen credit. However, if screen credit is given, it shall be in one of the following forms: "Costumes Designed by...", "Costumes by..." or "Costume Designer."

85-86. No Clauses.

87. Design Authentication

The Costume Designer or Sketch Artist may affix the Costume Designers Guild emblem on sketches wherever practical. However, it shall not be a violation of this Agreement if such emblem is not so affixed.

88-94. No Clauses.

95. Definitions, Duties and Divisions of Work

(a) A Costume Designer is an employee subject to this Agreement who renders his services by creating and designing costumes for principal players and others in any motion picture or television series.

The differences among Exhibits 1, 2 and 3, the differences between Exhibits 4 and 5 and the differences among Exhibits 6, 7 and 8 are illustrative and non-exclusive examples of "costume re-design," which is within the jurisdiction of the Costume Designers Guild, Local #892.

(b) In addition to creating and designing, a Costume Designer engaged hereunder may be assigned the supervision of all aspects of costuming a show, including shopping and the selection of stock costumes.

(c) The sketching of costumes for the purposes of creating a costume which will be custom-made (made to order) from that sketch is covered by the terms and conditions of this Agreement.


(d) Notwithstanding the above, it is clearly understood and agreed that all the traditional definitions, duties (including the duplication of existing garments) and divisions of work as performed by employees covered by Costumers, Local #705 are in no way limited or diminished by the provisions of subparagraph (b) above.

96. Development of Internship/Mentorship/Training Program


The parties agree that representatives of Local #892 will develop an Internship/Mentorship/Training Program and present same to representatives of the Producers for review and approval. The parties shall also discuss implementation of any program ultimately approved by them.

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

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

By:  Date: October 14, 2019
Carol A. Lombardini
President, AMPTP

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

By:  Date: 9/19/19
Matthew D. Loeb
International President

COSTUME DESIGNERS GUILD, LOCAL #892

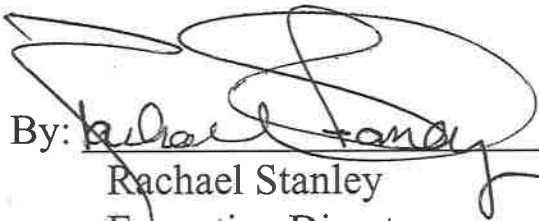
By:  Date: 9/3/19
Rachael Stanley
Executive Director

EXHIBIT “A”

Companies Represented by the AMPTP in 2018 IATSE Negotiations

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

dick clark productions, llp	GWave Productions, LLC
Digital 49 Productions, Inc.	
Digital 360 Productions, Inc.	Hazardous Productions, LLC
Digital Image Associates LLC	Hiker Productions, LLC
DJ Audio, Inc.	Holly Day Productions
DreamWorks Animation Television	Hollywood Camera, Inc.
Post-Production, LLC	Hop, Skip & Jump Productions,
DreamWorks Post-Production LLC	Inc.
Dunnfilms, Inc.	Horizon Scripted Television, Inc.
Dutch Boy Productions, LLC	Hostage Productions, Inc.
DW Dramatic Television L.L.C.	Hotel Artemis LLC
DW SKG TV L.L.C.	
DW Studios Productions L.L.C.	I Like Pie, Inc.
	Illuminar, LLC
East Lake Film Project, LLC	Indieproduction, LLC
Egregious Entertainment, LLC	Irony West Corp
EPSG Management Services	Island Film Studios, LLC
Evans/McNamara	It's Possible Productions, LLC
Eye Animation Productions Inc.	
Eye Productions Inc.	J.C. Backings Corporation
	Jay Squared Productions LLC
Favian Wigs Inc.	Jax Media, LLC
Frank & Bob Films II, LLC	JEM FX Inc.
Film 49 Productions, Inc.	JMX, LLC
Film Commercials CA, Inc.	JW3 Productions, Inc.
FilmNation Features, LLC	
Final Stretch Productions, Inc.	Kamakazee Kiwi Corp
Forward Processing CA, Inc.	Kapital Productions, LLC
Focus Features Productions, Inc.	Ken Ehrlich Productions Inc.
FRB Productions, Inc.	Kiki Tree Pictures Inc.
	Knight Takes King Productions,
FTP Productions, LLC	LLC
Full Frontal, LLC	
	Lady Prison Productions, Inc.
Goldcrest Features Inc.	Lakeshore Entertainment Group
Goliath Productions Limited	LLC
Goodnight Industries Inc. dba	LDM Worldwide Corp.
Goodnight and Company	Learning Depot, LLC
Grass Skirt Digital Productions,	Legendary Features Productions
Inc.	US, LLC
Green Set Inc.	Legendary Pictures Funding, LLC
Greenco Studio Rentals Inc.	Legendary Pictures Productions,
Greyhound Productions, Inc.	LLC
GVF Productions, Inc.	Len Productions LLC

EXHIBIT "A"

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

M.E. & Me Costumes, Inc. dba Bill
Hargate Costumes
MacArthur Park Productions, Inc.
Magic Island Productions, Inc.
Main Gate Productions LLC
Main Processing, Inc.
Malibu Road, LLC
Marlowe Productions, LLC
Mars Boys, LLC
Marvel Film Productions LLC
Marvel Picture Works LLC
Mayo Clinic Film Project, LLC
Metro-Goldwyn-Mayer Pictures
Inc.
MGM Television Entertainment
Inc.
MICDI Productions Inc.
Minim Productions, Inc.
MJ21, Inc.
Molly's Movie, Inc.
Mountainair Films Inc.
Moxie Pictures, Inc.
MRC II Holdings, LP
MRZ Sound Inc.
(fka MartellSound, Inc.)
Multicultural Community
Production Association Co.
Mutiny Pictures Inc.

NCI Processing, Inc.
New Line Productions, Inc.
New Regency Productions, Inc.
Next Step Productions LLC
Nila Inc.
Ninjutsu Pictures, Inc.
NS Pictures Inc.

Olive Avenue Productions LLC
On The Brink Productions, Inc.
Open 4 Business Productions LLC
Orange Cone Productions LLC

Pacific 2.1 Entertainment Group,
Inc.

Paige Productions, Inc.
Palladin Productions LLC
Paramount Pictures Corporation
Paramount Worldwide
Productions Inc.
Perdido Productions, Inc.
Picrow, Inc.
Picrow Streaming Inc.
Picrow Features Inc.
PP21 Productions LLC
Preach Productions, Inc.
Produced Bayou Productions, Inc.
Product Entertainment, Inc.
Public Disturbance Film LLC

Quantum Payroll Services, Inc.

Random Pictures Inc.
Rat Pac Inc.
Redemption Pictures Inc.
Red Rover LLC
Red Zone Pictures, Inc.
Reunion 2017 LLC
Revolution Production Services,
LLC
Revolving Movie, LLC
RH Factor, Inc.
RHO Productions, LLC
River Road Entertainment
Productions, LLC
Riverboat Productions, LLC

Rocart Inc.
Rose City Pictures, Inc.
Royals Productions, Inc.
Rozar Pictures, LLC
RRCB Media Assets, Inc.

Rundown LLC

S&K Pictures, Inc.

S8 Technicians, LLC

Salty Pictures, Inc.

Scope Productions, LLC

Screen Gems Louisiana, L.L.C.

Screen Gems Productions, Inc.

Serious One Productions LLC

SFI Productions, Inc.

ShivHans Productions, LLC

Shovel Buddies LLC

Sky Lantern, LLC

SLO Productions Inc.

Smallville Studios Inc.

Sneak Preview Productions, Inc.

Sonar Entertainment

Productions, LLC

Sony Pictures Studios, Inc.

Spellman Desk Co., Inc.

Spinel Productions, Inc.

Stage 6 Films, Inc.

Stalwart Films, LLC

Stamford Media Center &

Productions, L.L.C.

Step-Up Productions, Inc.

Storyteller Production Co., LLC

Stu Segall Productions, Inc.

STX Productions, LLC

Take Note, Inc.

That's Fantastic, LLC

The Dawgs Sound Design, Inc.

The Traveling Lab

Theatrical Resources, LLC

Theoretical Pictures, Inc.

Thunder and Lightning, Inc.

Tom T. Animation, Inc.

Touchstone Television

Productions, LLC dba ABC

Studios

Turner Films, Inc.

TVM Productions, Inc.

Tweed Productions, LLC

Twentieth Century Fox Film
Corporation

Umpire Productions, LLC

Undiscovered North American

Ape Pictures, Inc.

Universal Animation Studios LLC

Universal Cable Productions LLC

Universal City Studios LLC

Upload Films Inc.

Upside Down Productions, Inc.

Veteran Salute

Vietnam Film Project, LLC

Vineyard Productions

WAG Pictures, Inc.

Walt Disney Pictures

Warner Bros. Advanced Media

Services, Inc. (except IATSE Local
700/formerly Local 683)

Warner Bros. Animation Inc.

Warner Bros. Pictures

Warner Bros. Studio Facilities

Warner Bros. Television

Warner Specialty Productions, Inc.

Warner Specialty Video
Productions Inc.

Waterman Sound, LLC

Westwind Studios, LLC

White Famous Productions, Inc.

Wiip Productions, LLC (fka Tornado
Productions, LLC)

Wings Wildlife Productions Inc.

Wonderland Films LLC

WVP Boston

YKM Productions, Inc.

YNFS Productions LLC

EXHIBIT "B"

GUIDELINES REGARDING EXTENDED WORK DAYS

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

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

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

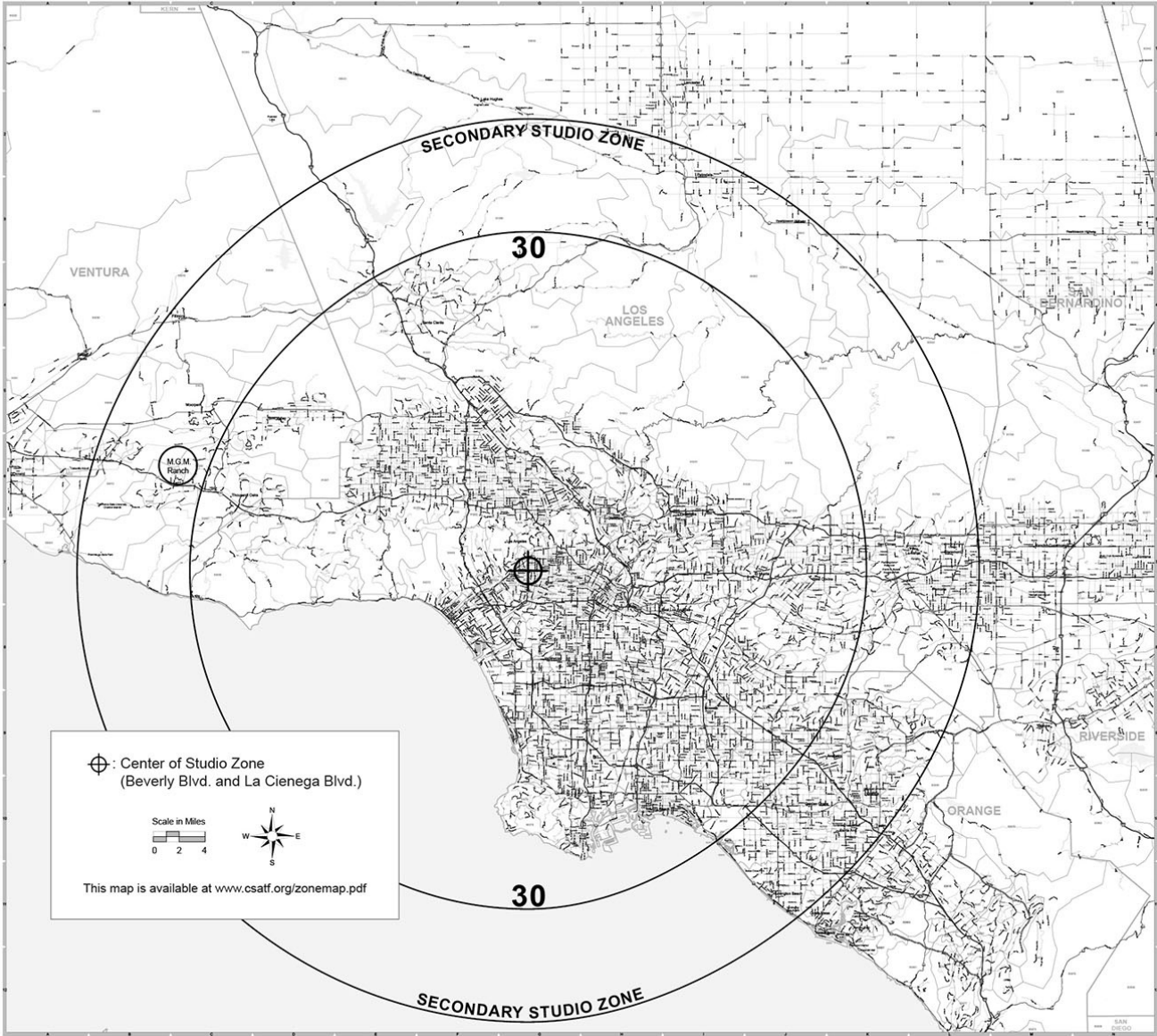
1. Sleep deprivation, which may be caused by factors other than an extended work day, should be identified by the employee. The American Automobile Association (AAA) cautions drivers as to the following danger signs:

- Eyes closing by themselves
- Difficulty in paying attention
- Frequent yawning
- Swerving in lane

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

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

EXHIBIT "Z"
STUDIO ZONE AND SECONDARY STUDIO ZONE MAP



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

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

This map is available at www.csatf.org/zonemap.pdf.

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
FAX (818) 789-7431

J. NICHOLAS COUNTER III
PRESIDENT

As of August 1, 1988

Carole Strasser-Frazier
Costume Designers Guild
Local #892
14724 Ventura Boulevard
Penthouse Suite
Sherman Oaks, California 91403

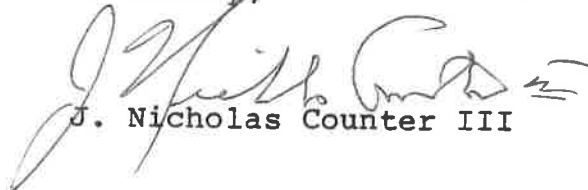
Dear Carole:

Reference is made to the following language in Paragraph 95(a):

"The differences between Exhibits 1, 2 and 3; the differences between Exhibits 4 and 5 and the differences between Exhibits 6, 7 and 8 are illustrative and non-exclusive examples of 'costume re-design,' which is within the jurisdiction of the Costume Designers Guild, Local #892."

This letter confirms our understanding that this language was revised for clarification only and not to effect a substantive change therein.

Sincerely,


J. Nicholas Counter III

JNC:jj

ACCEPTED AND AGREED:


Carole Strasser-Frazier

EXHIBIT 1



EXHIBIT 2



EXHIBIT 3

3



EXHIBIT 4



EXHIBIT 5



EXHIBIT 6

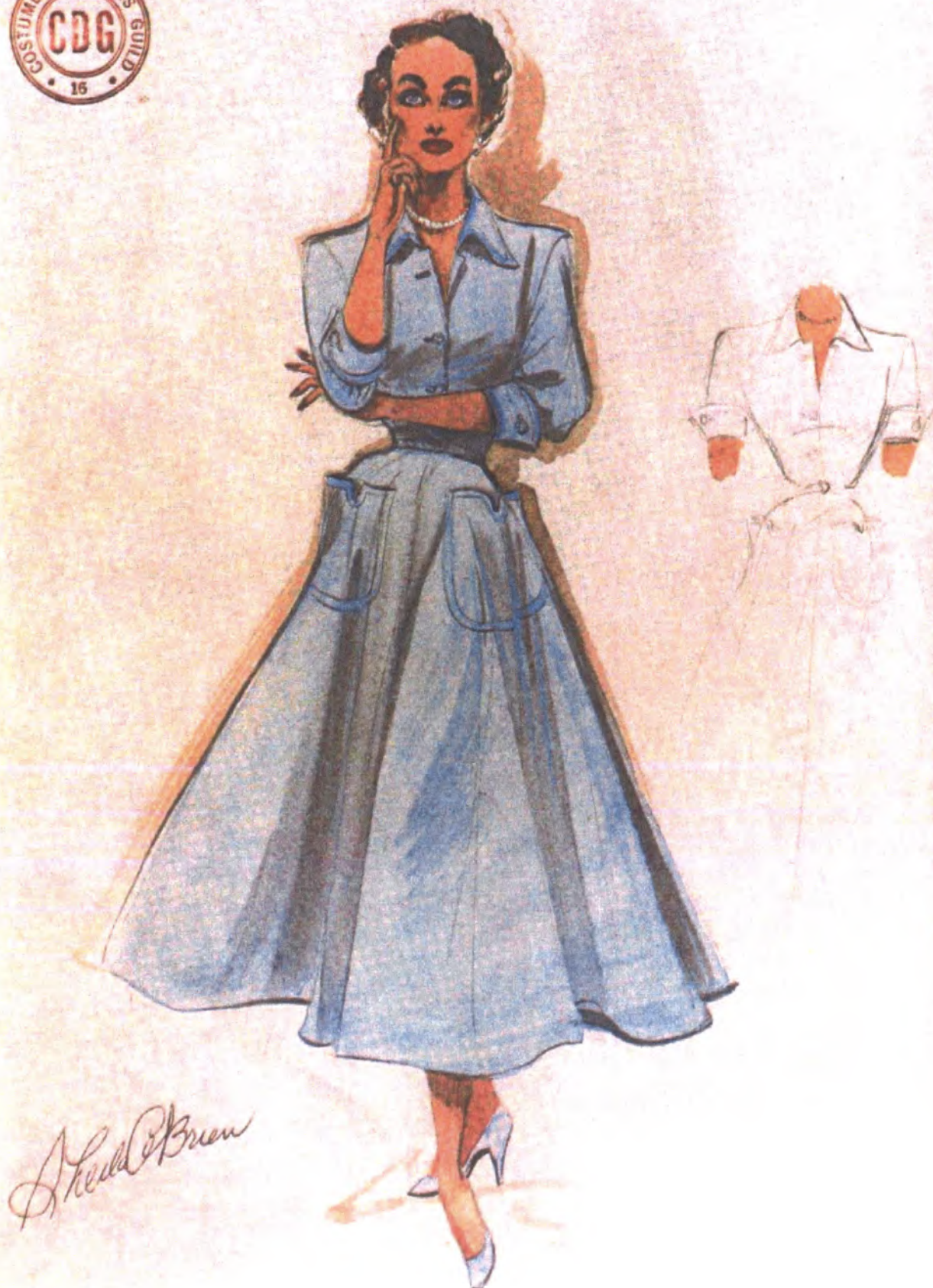


EXHIBIT 7



Sheila Brien

EXHIBIT 8



ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

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J. NICHOLAS COUNTER III
PRESIDENT

As of August 1, 1988

Alfred W. DiTolla
International President
IATSE
1515 Broadway
New York, New York 10036

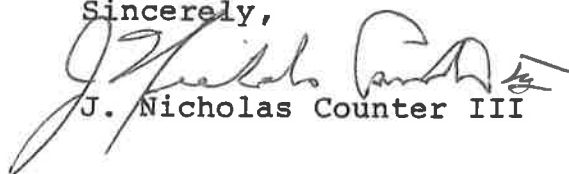
Carole Strasser-Frazier
Costume Designers Guild, Local #892
14724 Ventura Boulevard, Penthouse Suite
Sherman Oaks, California 91403

William K. Howard
Motion Picture Costumers, Local #705
1427 North La Brea Avenue
Los Angeles, California 90028

Ladies and Gentlemen:

All parties acknowledge that there is a certain amount of overlap between costume alteration and costume redesign work that often makes it difficult to determine whether the work performed falls within the jurisdiction of Local #705 or Local #892. In an effort to eliminate grievances in this area, Local #705, Local #892 and the IATSE have agreed that they will cooperate with the Producers to resolve any such jurisdictional issues pursuant to Paragraph 73.1.

Sincerely,



J. Nicholas Counter III

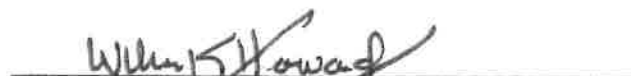
ACCEPTED AND AGREED:



Alfred W. DiTolla



Carole Strasser-Frazier



William K. Howard

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

Carol A. Lombardini
President

Direct: 818.935.5930

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

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

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

Dear Matt:

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

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

The special conditions applicable to such programs are:

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

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

Matthew D. Loeb

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

Page 3

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

Sincerely,



Carol A. Lombardini

CAL:bel

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amtp.org

Carol A. Lombardini
President

Direct: 818.935.5930

As of August 1, 2018

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

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

Dear Matt:

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

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

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

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

THEREFORE, it is agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

Matthew D. Loeb
Long-Form Television Sideletter
As of August 1, 2018
Page 6

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

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

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

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

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

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

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

Script Supervisor Preparation Pay:

60 Minute Program - \$ 979.97

90 Minute Program - \$1,959.93

120 Minute Program - \$3,135.89

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

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

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

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

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

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

Script Supervisor Preparation Pay:

60 Minute Program - \$1,009.25

90 Minute Program - \$2,018.49

120 Minute Program - \$3,229.58

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

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

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

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

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

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

Script Supervisor Preparation Pay:

60 Minute Program - \$1,039.44

90 Minute Program - \$2,078.88

120 Minute Program - \$3,326.21

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

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

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

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amtp.org

Carol A. Lombardini
President

Direct: 818.935.5930
carol@amtp.org

As of August 1, 2012

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

Re: Made-For-Home Video Productions

Dear Matt:

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

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

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Carol A. Lombardini
President

Direct: 818.935.5930

As of August 1, 2015

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

Re: Productions Made for Basic Cable

Dear Matt:

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


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

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

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

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

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

Dear Matt:

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

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

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

Revised as of August 1, 2018

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

Re: Productions Made for New Media

Dear Matt:

This Sideletter to the Producer – IATSE Basic Agreement of 2018¹ confirms the understanding of the International Alliance of Theatrical Stage Employees (hereinafter “the IATSE”), on behalf of itself and its West Coast Studio Local Unions, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers it represented in the negotiations for a successor agreement to the 2015 Producer – IATSE Basic Agreement (hereinafter collectively “the parties”), concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the Producer – IATSE Basic Agreement (hereinafter “the Basic Agreement”)² that are made for the Internet, mobile devices, or any other new media platform in existence as of August 1, 2009 (hereinafter

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

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

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

When the parties entered into the 2015 negotiations, they mutually understood that the economics of New Media production were uncertain and that greater flexibility in terms and conditions of employment was therefore mutually beneficial. The parties understood that if one or more business models developed such that New Media production became an economically viable medium, then the parties would mutually recognize that fact in future agreements.

During the 2018 negotiations, in recognition of emerging subscription video-on-demand services exhibiting mid-budget and high budget dramatic productions, the parties agreed to modify the terms and conditions for “mid-budget” dramatic productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph D. below and the terms and conditions for “high budget” dramatic productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph G. below.

A. Recognition

The Producer recognizes the IATSE as the exclusive bargaining representative of employees employed in the job classifications covered by the West Coast Studio Local Agreements (hereinafter “the West Coast Studio Local Agreements”) within the geographic scope of the applicable West Coast Studio Local Agreement on entertainment motion pictures of the type traditionally covered under the Basic Agreement, other than those covered under the Videotape Agreement, which are intended for initial exhibition in New Media, but excluding news, sports, documentaries and “Experimental New Media Productions,” as that term is defined below.

B. Coverage

Coverage shall be at the Producer’s option with respect to “Experimental New Media Productions.” Should the Producer elect to cover an Experimental New Media Production, the terms and conditions applicable to employment on Original New Media Productions, as set forth in Paragraph D. below, shall apply.

³ This Sideletter applies to the production of certain types of programs intended primarily for use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

An “Experimental New Media Production” is defined as any Original New Media Production: (1) for which the actual cost of production does not exceed: (a) \$15,000 per minute of program material as exhibited, and (b) \$300,000 per single production as exhibited, and (c) \$500,000 per series of programs produced for a single order; and (2) on which fewer than four (4) employees as hereinafter described are working in job classifications covered by, and within the geographic scope of, an industry-wide agreement between Employers and the IATSE, or a Local thereof, which agreement covers television productions as well as productions made for new media. With respect to any employee working within the geographic scope of the Basic or Videotape Agreement, such employees shall include any person listed on the Industry Experience Roster established by the Basic Agreement, or in the case of employees working in classifications with no Roster, any person who has thirty (30) or more days of work experience within the last three (3) years, either alone or in combination, under the West Coast Studio Local Agreement covering that classification, the Videotape Agreement, or on New Media productions covered under this Sideletter or the corresponding Sideletter in the Videotape Agreement.⁴ With respect to any employee working in the respective classifications and geographic scope of any other industry-wide Agreement described in the first sentence of this paragraph, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such Agreement and/or on New Media productions covered under any such Agreement.⁵ Notwithstanding the preceding two sentences, in determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; script coordinators and writers’ room assistants; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping, regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

The actual cost of the Experimental New Media Production shall consist of all direct costs actually incurred in connection with the Production. The only costs excluded in determining the actual cost of production shall be development costs, overhead charges, financing costs (*i.e.*, loan origination fees, gap fees, legal fees

^{4, 5} The Producer shall be entitled to rely on the representation of the employee as to whether he or she meets the “thirty (30) or more days of work experience within the last three (3) years” requirement.

and interest), contingency of up to ten percent (10%), essential elements insurance costs, the cost of the completion bond, marketing expenses, contingent payments to talent or other parties which are based on the proceeds derived from the exploitation of the Production and received after recoupment of the negative cost, and delivery items required by sales agents, distributors or sub-distributors (*i.e.*, delivery materials beyond the answer print, NTSC Video Master if the Production is delivered on videotape, or the digital equivalent if the Production is delivered in a digital format).

If the Producer began production of an “Experimental New Media Production” which the Producer elected not to cover under the terms of this Sideletter, but subsequently employs four (4) or more employees on the production in job classifications covered by, and within the geographic scope of, an industry-wide collective bargaining agreement which meets the description in the first sentence of the second paragraph of this Paragraph B., and such employees meet the description in either the second or third sentence of the second paragraph of this Paragraph B., and are not excluded pursuant to the fourth sentence of said paragraph, then said production shall automatically be deemed covered hereunder, starting from the first day on which at least four (4) or more such employees are so employed on the production and continuing until the production is finished.

Producer shall use reasonable efforts to notify the IATSE that it intends to cover an “Experimental New Media Production” by the start of principal photography.

C. Terms and Conditions of Employment on Derivative New Media Productions (Other than a Derivative High Budget New Media Production Made Primarily for Exhibition on a Subscription Video-On-Demand Consumer Pay Platform (“High Budget SVOD Program”))

A “Derivative New Media Production” is a production made for New Media based on an existing television motion picture covered by the Basic Agreement, other than a non-dramatic or non-prime time dramatic program covered under the Videotape Agreement, that was produced for “traditional” media – *e.g.*, a free television, basic cable or pay television motion picture (“the source production”) – and is otherwise included among the types of motion pictures traditionally covered by the Basic Agreement, but is not a non-dramatic program or non-prime time dramatic program covered under the Videotape Agreement.

Employees may be employed by a Producer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The

work for the Derivative Production shall be considered part of the workday for the employees on the source production and shall trigger overtime if work on the Derivative Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production.

All other terms and conditions, including benefits, shall continue as if the employee were continuing to work on the source production.

In all other situations, terms and conditions of employment for a Derivative New Media Production (other than a derivative High Budget SVOD Program, the terms and conditions of employment for which are provided in Paragraph G.) are freely negotiable between the employee and the Producer, except for those provisions identified in Paragraph E. below which shall be automatically applicable to employees.

D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original “High Budget SVOD Program”)

- (1) Terms and conditions of employment on Original New Media Productions (other than a “Mid-Budget SVOD Program” as defined in Paragraph D.(2) below and other than an Original “High Budget SVOD Program” as defined in Paragraph G. below) are freely negotiable between the employee and the Producer, except for those provisions identified in Paragraph E. below which shall be automatically applicable to employees.
- (2) (a) The terms and conditions set forth in this Paragraph D.(2) shall be applicable prospectively only. They shall not apply to:
 - (i) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to August 1, 2019; or
 - (ii) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after August 1, 2019, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with

fixed and definite terms entered into by the Producer prior to August 1, 2019.

However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to August 1, 2019.

Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after August 1, 2019 and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).⁶

Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to IATSE-represented employees on programs or series covered by subparagraphs (i) or (ii) above.

(b) Mid-Budget SVOD Programs Defined

The terms and conditions set forth in Paragraph D.(2)(c) of this Sideletter shall be applicable only to original, live action dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter “**Mid-Budget SVOD Programs**”):

⁶ In the event that Producer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Producer, may inspect those portions of the license agreement that are relevant to determine whether the Producer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

<u>Length of Program as Initially Exhibited*</u>	<u>“Mid-Budget” Threshold</u>
20-35 Minutes	\$900,000 or more but less than \$1,300,000
36-65 Minutes	\$1,750,000 or more but less than \$2,500,000
66 Minutes or more	\$2,100,000 or more but less than \$3,000,000

* Original, live action dramatic new media productions which are less than 20 minutes in length and made for initial exhibition on a subscription video-on-demand consumer pay platform are not subject to this Paragraph D.(2), and, instead, are subject to Paragraph D.(1) of this Sideletter, regardless of their budgets.

(c) Terms and Conditions

The terms and conditions applicable to a Mid-Budget SVOD Program shall be as provided in the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order) (hereinafter, the “Long-Form Sideletter”), regardless of where such Mid-Budget SVOD Program is produced, except that:

- (i) Employees employed on a Mid-Budget SVOD Program, other than post-production employees, shall be paid at the wage rates set forth in the “Made for Television Long-Form Agreement Rate Schedules” for the period two periods prior to the period in question (*e.g.*, during the period August 2, 2020 to July 31, 2021, the wage rates for the period July 29, 2018 to August 3, 2019 shall apply);
- (ii) Paragraph 3 of the Long-Form Sideletter shall not apply. Post-production employees employed on a Mid-Budget SVOD Program shall be paid at the wage rates set forth in Exhibit 1 to this Sideletter for the period two periods prior to the period in question (*e.g.*, during the period August 2,

2020 to July 31, 2021, the wage rates for the period July 29, 2018 to August 3, 2019 shall apply);

- (iii) In lieu of Paragraph 4 of the Long-Form Sideletter, Paragraph E.(3) of this Sideletter shall apply;
- (iv) In lieu of Paragraph 5.(ii) of the Long-Form Sideletter, Paragraph E.(5) of this Sideletter shall apply; and
- (v) Paragraph 5.(viii) of the Long-Form Sideletter shall not apply.

E. Other Provisions for New Media Productions (Other than a “High Budget SVOD Program”)

(1) Union Security

The provisions of Article II, “Union Security,” of the Basic Agreement shall apply to New Media Productions, except that the requirement to become a member in good standing of the Union shall not apply until an individual has been employed for at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this Sideletter and on motion pictures of the type traditionally covered under the Basic Agreement.

The Union acknowledges and agrees that the obligations set forth in subparagraph (c) of Article II apply only to newly-hired employees who are not members of the IATSE or the applicable Local Union hereunder.

(2) Pension, Health and Individual Account Plans

On covered New Media Productions budgeted at \$25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), Producer’s only obligation hereunder shall be to make contributions to the Active Health Fund, as required by Article XII of the Basic Agreement, and to the Retired Employees Fund, as required by Article XIV of the Basic Agreement, on behalf of each employee employed under the terms of this Sideletter.

On New Media Productions budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), or when employees are assigned by the Producer to a Derivative New Media Production as part of their regular workday on the source production, Producer shall be obligated to make pension, health and Individual Account Plan contributions in accordance with the provisions of Articles XII, XIII, XIII.A. and XIV of the Basic Agreement.

(3) Preference of Employment/Industry Experience Roster

There shall be no preference of employment of any kind or nature in the employment of employees on New Media Productions hereunder. The provisions of the Basic Agreement relating to Preference of Employment shall not be applicable to New Media Productions, except to the extent provided below. An employee need not be on the Industry Experience Roster in order to be employed on a New Media Production.

Work under this Agreement on a covered New Media Production twenty (20) minutes or more in length in a job classification covered by and within the geographic scope of a West Coast Studio Local Agreement for which the same work, if performed in connection with a theatrical or television motion picture, would qualify for placement on the Local's Industry Experience Roster, shall be counted for purposes of placement on such Industry Experience Roster, subject to the eligibility requirements set forth in the applicable Local Agreement. If an individual has worked under this Agreement in more than one classification on a single covered New Media Production, the Producer of such covered New Media Production shall identify the employee's primary skill for purposes of determining the classification to which such person's workdays shall be credited for purposes of placement on the Industry Experience Roster.

Notwithstanding the foregoing, any individual on the New Media Roster as of July 31, 2018 shall be transferred to the Industry Experience Roster on August 1, 2018, provided that he has satisfied any licensing, testing and training requirements for the roster classification(s) in which he is to be placed.

(4) Grievance and Arbitration

Any dispute with regard to wages, hours of employment or working conditions concerning an employee employed by Producer under the terms of this Sideletter shall be resolved in accordance with the grievance and arbitration procedure set forth in Article XXXII of the Basic Agreement, except that references therein to “the Local Union” shall be replaced with “the IATSE” and the provisions with respect to the Step Two Conciliation Committee shall be deleted.

(5) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on productions made for New Media and that there will be full interchange of job functions among employees, so that a single employee may be required to perform the functions of multiple job classifications covered hereunder.

(6) No Strike, No Lockout

During the term of this Agreement, the Union agrees not to engage in any strike, sympathy strike or work stoppage against the Producer. The Producer agrees not to engage in any lockout of its employees employed hereunder during the term of this Agreement.

(7) Sick Leave

The provisions of Articles XLV (“California Sick Leave”) and XLVI (“Waiver of New York City Earned Safe and Sick Time Act and Similar Laws”) of the Basic Agreement shall apply to New Media Productions covered under this Sideletter.

(8) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions shall be applicable to employees employed on New Media Productions.

F. Reuse of New Media Programs (Other than a “High Budget SVOD Program”)

Only those covered New Media Productions (other than High Budget SVOD Programs) on which two (2) or more “employees employed by the Producer under the Basic Agreement,” as that term is used in Article XIX(a) and in Article XXVIII(a)(2) of the Basic Agreement,⁷ shall generate residual payments and then only in accordance with the following:

(1) Reuse in New Media

- (a) The Producer shall have the right to use an Original New Media Production budgeted at \$25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) on any new media platform without limitation as to time, and without payment of residuals.
- (b) The Producer shall have the right to use an Original New Media Production budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) or a Derivative New Media Production without the payment of residuals under the following circumstances:
 - (i) When such New Media Production is used on any free-to-the-consumer, advertiser-supported platform; and
 - (ii) When such New Media Production is first released on a consumer pay platform (*i.e.*, download-to-rent, download-to-own or paid streaming), even if it is subsequently released on a free-to-the-consumer advertiser-supported platform.

⁷ It is understood and agreed that any employee employed under the terms of the corresponding “Productions Made for New Media” Sideletter in either the Local #52 Agreement or in the Local #161 Agreement shall not be considered an “employee employed by Producer under the Basic Agreement” for purposes of Paragraph F. of this Sideletter.

- (c) If an Original New Media Production budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) or a Derivative New Media Production is initially released on a free-to-the-consumer, advertiser-supported platform and is subsequently released on consumer pay platforms (*i.e.*, download-to-own, download to rent or paid streaming), then Producer shall have a twenty-six (26) consecutive week period of use on consumer pay platforms, commencing with the first day of use on consumer pay platforms, without the payment of residuals. If the Producer uses the New Media Production on consumer pay platforms beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of “Producer’s gross,” as that term is defined in Paragraph 3 of the “Sideletter re Exhibition of Motion Pictures Transmitted via New Media,” attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period.
- (d) If an Original New Media Production budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above) or a Derivative New Media Production is initially released simultaneously on free-to-the-consumer, advertiser-supported platforms and to consumer pay platforms (*i.e.*, download-to-own, download-to-rent or paid streaming), then Producer shall have a twenty-six (26) consecutive week period of use on consumer pay platforms, commencing with the first day of use on consumer pay platforms, without the payment of residuals. If the Producer uses the New Media Production on consumer pay platforms beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of the “Producer’s gross,” as that term is defined in Paragraph 3 of the “Sideletter re Exhibition of Motion Pictures Transmitted via New Media,” realized from any subsequent license which includes use on consumer pay platforms, which “gross” is attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period, measured from the first day of use on consumer pay platforms under the first license.

(2) Reuse in Traditional Media

The applicable provisions of Article XXVIII with respect to exhibition on “pay television,” as that term is defined in Article XXVIII(a)(3)(ii) of the Basic Agreement, shall apply when a covered New Media Production is exhibited on pay television. The applicable provisions of Article XXVIII with respect to exhibition on “cassettes,” as that term is defined in Article XXVIII(a)(3)(i), shall apply when a covered New Media Production is exhibited on videocassettes or DVDs.

(3) General

It is understood that the tests for triggering Post ‘60s and Supplemental Markets payments set forth in Article XIX and XXVIII of the Basic Agreement, including the understandings set forth in subparagraph (g) of those Articles, and the proration provisions in those Articles, shall also apply to residual payments due under the terms of this Sideletter. Residual payments due under this Sideletter shall be prorated in the same manner as are Supplemental Market monies under Article XXVIII of the Basic Agreement.

G. High Budget Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform

(1) Prospective Application

The terms and conditions set forth in this Paragraph G. shall not apply to any program or series that continues in production on or after August 1, 2018 and was grandfathered, and remains grandfathered, pursuant to Paragraph G.(1)(a) or (b) of the Sideletter re Productions Made for New Media to the 2015 Basic Agreement.

In addition, the terms and conditions set forth in this Paragraph G. shall not apply to a High Budget SVOD Program or episodes of a High Budget SVOD series, the principal photography of which commences on or after August 1, 2018 pursuant to a license agreement entered into prior to August 1, 2018.⁸ Paragraph G. of the Sideletter re Productions Made for

⁸ If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the principal photography of which will commence on or after August 1, 2018, pursuant to

New Media to the 2015 Basic Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the 2018 negotiations.

(2) High Budget SVOD Programs Defined

The terms and conditions set forth in Paragraph G. of this Sideletter shall be applicable only to original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following “high budget” criteria (hereinafter “**High Budget SVOD Programs**”):

<u>Length of Program as Initially Exhibited*</u>	<u>“High Budget” Threshold</u>
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20-35 Minutes	\$1,300,000 and above
36-65 Minutes	\$2,500,000 and above
66 Minutes or more	\$3,000,000 and above

* Programs less than 20 minutes are not considered “high budget” for the purpose of this Sideletter, regardless of their budgets.

a license agreement entered into prior to August 1, 2018, and the Producer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New Media to the 2018 Basic Agreement. In the event that Producer asserts that a High Budget SVOD Program is grandfathered under the provisions of the second paragraph of Paragraph G.(1) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Producer, may inspect those portions of the license agreement that are relevant to determine whether the Producer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

(3) Tier 1 and Tier 2 Defined

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

Program Length	Budget Tier
20-35 Minutes	Tier 1: \$2,100,000 or more
	Tier 2: \$1,300,000 or more but less than \$2,100,000
36-65 Minutes	Tier 1: \$3,800,000 or more
	Tier 2: \$2,500,000 or more but less than \$3,800,000
66-95 Minutes	Tier 1: \$4,000,000 or more
	Tier 2: \$3,000,000 or more but less than \$4,000,000
96 Minutes or more	Tier 1: \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more
	Tier 2: \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)

(4) Terms and Conditions

(a) The terms and conditions applicable to a High Budget SVOD Program in Tier 1, as defined in subparagraph (3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, regardless of where such High Budget SVOD Program is produced, shall be as provided in the 2018 IATSE Basic Agreement and the West Coast Studio Local Agreements, for a program produced for free television, except that:

(i) The Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series shall apply to a High Budget SVOD pilot or series that is

fewer than 66 minutes in length, as if it were a “one-hour pilot” or a “one-hour episodic television series” and regardless of where such High Budget SVOD Programs are produced.

- (ii) For High Budget SVOD Programs that are 66 minutes or more in length, the Sideletter re Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order) to the Basic Agreement shall apply as if such High Budget SVOD Program were a “long-form television motion picture” or a “made-for-television long-form project,” regardless of where such High Budget SVOD Programs are produced. References to a “two hour pilot” in the Sideletter shall mean a High Budget SVOD pilot that is 96 minutes or more in length.
- (iii) Post-production employees employed on a one-time High Budget SVOD Program, High Budget SVOD pilot and the first and second season of a High Budget SVOD series shall be paid at the wage rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement if applicable, for the period immediately preceding the period in question (*e.g.*, during the period August 4, 2019 to August 1, 2020, the wage rates for the period July 29, 2018 to August 3, 2019 shall apply).
- (iv) Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in a Local Agreement; golden hours, when applicable, shall be paid for each hour worked after twelve (12) work hours, except that on “bus to” and distant locations, golden hours shall be paid after fourteen (14) elapsed hours.
- (v) The wage rates and working conditions applicable to theatrical motion pictures, as set forth in this Agreement and in the West Coast Studio Local Agreements, shall apply to a live action High Budget SVOD Program that is 96 minutes or more in length and budgeted at over \$30

million *[to be increased by the wage increases in each year of the Agreement]*⁹ (other than a pilot, episode of a series or part of a mini-series) and that is intended primarily for use on a subscription consumer pay video-on-demand new media service with 20,000,000 or more subscribers in the United States and Canada.¹⁰ It is understood that the only residual obligations applicable to any such Program shall be as provided in Paragraph G.(5) of this Sideletter.

The foregoing applies only to a High Budget SVOD Program that is subject to a license agreement entered into on or after January 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after January 1, 2019).

- (b) The terms and conditions applicable to High Budget SVOD Programs in Tier 2, as defined in subparagraph (3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or for High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, regardless of where such High Budget SVOD Programs are produced, shall be as set forth in the Sideletter re Productions Made for Basic Cable as if such High Budget SVOD Program were a pilot or episode of a

⁹ The budget threshold increases to over \$30,900,000 effective August 4, 2019 and to over \$31,827,000 effective August 2, 2020.

¹⁰ The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. Employer shall provide the IATSE, upon request, with a report of the actual expenditures of the production (“Final Expenditure Report”) and such other relevant materials as the IATSE may require which show the actual cost of the production. All information received or reviewed by professionals shall be confidential and neither the IATSE nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under the Agreement.

series produced for basic cable, subject to the following modifications:

- (i) Post-production employees employed on a High Budget SVOD Program, High Budget SVOD pilot and the first season of a High Budget SVOD series shall be paid at the rates set forth in Exhibit 1 to this Sideletter; post-production employees employed on the second and third seasons of a High Budget SVOD series shall be paid at the rates set forth in the Local #700 (Majors) Agreement, including the Amendment Agreement, if applicable, for the period immediately preceding the period in question (*e.g.*, during the period August 4, 2019 to August 1, 2020, the wage rates for the period July 29, 2018 to August 3, 2019 shall apply).
 - (ii) Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in a Local Agreement; golden hours, when applicable, shall be paid for each hour worked after twelve (12) work hours, except that on “bus to” and distant locations, golden hours shall be paid after fourteen (14) elapsed hours.
 - (c) Preference of employment under the provisions of Paragraph 68 of the West Coast Studio Local Agreements shall apply on a High Budget SVOD Program to the same extent required on a free television motion picture. Days worked on a High Budget SVOD Program shall count towards placement on the Industry Experience Roster.
 - (d) Paragraph E.(6) of this Sideletter shall apply.
 - (e) The second paragraph of Paragraph C. shall apply to any High Budget SVOD Program that is a Derivative New Media Production.
- (5) Reuse

Only those covered High Budget SVOD Programs on which two (2) or more “employees employed by the Producer under the Basic Agreement,” as that term is used in Article XIX(a) and in Article XXVIII(a)(2) of the

Basic Agreement,¹¹ shall generate residual payments and then only in accordance with the following:

- (a) Except as provided in subparagraph (c) below, the Producer shall have the right to use a High Budget SVOD Program on any consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) without payment of residuals.
- (b) Except as provided in subparagraph (c) below, Producer shall have the right to use a High Budget SVOD Program on any free-to-the-consumer, advertiser-supported platform without payment of residuals.
- (c) If a High Budget SVOD Program is initially exhibited simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), then Producer shall have a twenty-six (26) consecutive week period of use on the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), commencing with the first day of use on the subscription video-on-demand consumer pay platform, without the payment of residuals.

If the Producer uses the High Budget SVOD Program on a consumer pay platform beyond such twenty-six (26) consecutive

¹¹ It is understood and agreed that any employee employed under the terms of the corresponding “Productions Made for New Media” Sideletter in either the Local #52 Agreement or in the Local #161 Agreement shall not be considered an “employee employed under the Basic Agreement” for purposes of Paragraph G.(5) of this Sideletter.

week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of the “Producer’s gross,” as that term is defined in Paragraph 3 of the “Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,” realized from any subsequent license which includes use on consumer pay platforms, which “gross” is attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period, measured from the first day of use on the subscription video-on-demand consumer pay platform under the first license.

Notwithstanding the foregoing, Producer shall have the right to exhibit a High Budget SVOD Program (including any one-time program or the first three (3) episodes of a new series) simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) for a period of seven (7) consecutive days for the purpose of promoting the High Budget SVOD Program, without triggering payment of residuals as provided in the preceding paragraph.

- (d) Paragraph F.(2) of this Sideletter regarding reuse of New Media productions in traditional media shall apply to High Budget SVOD Programs.
- (e) Paragraph F.(3) of this Sideletter regarding the tests for triggering Supplemental Markets payments and the proration provisions in XXVIII of the Basic Agreement shall apply to residual payments due under this Paragraph G.(5).
- (f)
 - (i) The following shall apply to a High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) produced during the term of, and subject to, this Agreement that is:
 - (A) 96 minutes or longer with a budget in excess of \$30 million (in excess of \$45 million for an animated High Budget SVOD Program) [*budget thresholds to*

be increased by the wage increases in each year of the Agreement¹²];¹³

- (B) intended primarily for use on a subscription consumer pay video-on-demand new media service;
 - (C) subject to a license agreement with an SVOD service with more than 1,000,000 domestic subscribers, which license agreement was entered into on or after January 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after January 1, 2019); and
 - (D) produced with employees employed by Producer under this Agreement, as defined in Article XXVIII.(c)(1)(iii) of this Agreement and as further clarified in subparagraph (g) of Article XXVIII. of this Agreement.
- (ii) If such Program is released in theaters in the United States or Canada and an admission fee is charged to view the

¹² The budget threshold for such a live action High Budget SVOD Program increases to more than \$30,900,000 effective August 4, 2019 and to more than \$31,827,000 effective August 2, 2020; the budget threshold for such an animated High Budget SVOD Program increases to more than \$46,350,000 effective August 4, 2019 and to more than \$47,740,500 effective August 2, 2020.

¹³ The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. Employer shall provide the IATSE, upon request, with a report of the actual expenditures of the production (“Final Expenditure Report”) and such other relevant materials as the IATSE may require which show the actual cost of the production. All information received or reviewed by representatives of the IATSE or retained professionals shall be confidential and neither the IA TSE nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under the Agreement.

Program,¹⁴ Producer shall make a payment to the Motion Picture Industry Pension Plan¹⁵ in the amount of:

- (A) five and four-tenths percent (5.4%) of the straight time scale earnings of all employees employed on the live action High Budget SVOD Program under the Basic Agreement; or
- (B) three and six-tenths percent (3.6%) of the straight time scale earnings of all employees employed on the animated High Budget SVOD Program under the Basic Agreement.

Such payment shall be due in equal installments over eight (8) consecutive calendar quarters commencing sixty (60) calendar days following the close of the calendar or fiscal quarter in which the initial domestic theatrical release occurred. Payment of the foregoing amounts covers all theatrical exhibitions of the Program in perpetuity.

It is understood that a theatrical motion picture that is exhibited on a subscription video-on-demand consumer pay new media platform is not subject to the foregoing residual; instead, the Sideletter re Exhibition of Traditional Motion Pictures Via New Media applies.

¹⁴ It is understood that when the Program is exhibited at a film festival or charitable event, no payment shall be due hereunder if (a) an admission fee is charged only for the festival or the event (but not for the Program itself) or (b) an admission fee is charged for the Program, but no monies are paid to the Employer or the Employer's licensee in consideration for the use of the Program. In addition, the IATSE shall not unreasonably deny waivers of this provision for exhibition at an educational institution or similar circumstances.

¹⁵ The bargaining parties agree that this payment shall not reduce the minimum funding otherwise required for the Pension Plan (in other words, when determining whether the minimum funding requirement of the Pension Plan has been met, no reduction shall be made in the amount of Supplemental Markets monies that would otherwise be allocated to the Pension Plan by reason of amounts payable under this provision).

(iii) This Paragraph G.(5)(f) shall expire upon termination of the 2018 IATSE Basic Agreement.

(6) The number of subscribers in the United States and Canada shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the number of subscribers that applies to the first episode of the season shall apply to the entire season in perpetuity.

H. Representatives of the IATSE shall have the right to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the definition of a Mid-Budget SVOD Program as set forth in Paragraph D.(2) above or a High Budget SVOD Program as set forth in Paragraph G. above, and, if so, whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph G.(3) above. Producer agrees to cooperate and provide requested relevant additional information about the budget that is reasonably available to it. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

I. “Sunset” Clause

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, except as provided in the next paragraph, the provisions of this Sideletter shall expire on the termination date of the Basic Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of productions made for New Media.

The terms and conditions herein applicable to High Budget SVOD Programs, other than the provisions of Paragraph G.(5)(f) herein, shall apply and remain in full force and effect, and without change, to High Budget SVOD Programs produced by the Producer hereunder, regardless of the terms or provisions of any agreement which is a modification, extension or renewal of, or substitution for, this Sideletter.

Matthew D. Loeb
Productions Made for New Media
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The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:



Matthew D. Loeb
International President

EXHIBIT 1
LOCAL #700 RATE SCHEDULE
HIGH BUDGET SVOD PROGRAMS

1. **Local #700 (Editors) Agreements (Majors and Independents)**

Effective July 29, 2018 - August 3, 2019		
High Budget SVOD Program Rates	Weekly*	Hourly Rate Daily*
Motion Picture Editor - on call Z-1	\$2,943.35	\$52.07 (\$416.56/day)
Sound Effects Editor Z-5cc	1,775.60 (\$44.39/hr.)	44.40 (355.20/day)**
Foley Artist Z-11cc	1,775.60 (44.39/hr.)	44.40 (355.20/day)**
Music Film Editor Z-5ff	1,775.60 (44.39/hr.)	44.40 (355.20/day)**
Asst. Editor Z-6c	1,459.60 (36.49/hr.)	36.51 (292.08/day)
Apprentice Z-7	1,294.40 (32.36/hr.)	32.34 (258.72/day)

Effective August 4, 2019 - August 1, 2020		
High Budget SVOD Program Rates	Weekly*	Hourly Rate Daily*
Motion Picture Editor - on call Z-1	\$3,031.65	\$53.63 (\$429.04/day)
Sound Effects Editor Z-5cc	1,828.80 (\$45.72/hr.)	45.73 (365.84/day)**
Foley Artist Z-11cc	1,828.80 (45.72/hr.)	45.73 (365.84/day)**
Music Film Editor Z-5ff	1,828.80 (45.72/hr.)	45.73 (365.84/day)**
Asst. Editor Z-6c	1,503.20 (37.58/hr.)	37.61 (300.88/day)
Apprentice Z-7	1,333.20 (33.33/hr.)	33.31 (266.48/day)

Effective August 2, 2020 - July 31, 2021		
High Budget SVOD Program Rates	Weekly*	Hourly Rate Daily*
Motion Picture Editor - on call Z-1	\$3,122.60	\$55.24 (\$441.92/day)
Sound Effects Editor Z-5cc	1,883.60 (\$47.09/hr.)	47.10 (376.80/day)**
Foley Artist Z-11cc	1,883.60 (47.09/hr.)	47.10 (376.80/day)**
Music Film Editor Z-5ff	1,883.60 (47.09/hr.)	47.10 (376.80/day)**
Asst. Editor Z-6c	1,548.40 (38.71/hr.)	38.74 (309.92/day)
Apprentice Z-7	1,373.20 (34.33/hr.)	34.31 (274.48/day)

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the employee's rate may be individually negotiated.

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

** Employees may be employed on a daily basis as a Sound Effects Editor, Foley Artist or Music Film Editor under the Local #700 (Editors) Agreements (Majors and Independents) in the following circumstances: for the purpose of replacing employees who are given time off pursuant to Paragraph 7.1 of the Agreement, for work on screen tests or for additional work to be performed after the final dub. In the latter case, employment shall first be offered to the individual(s) who performed work during the regular post-production period in the job classification(s) in which the additional work is to be performed. If such individual(s) accepts the offer of employment, he (they) shall be paid at the rate under which he (they) was (were) formerly employed. Such employees may also be employed on a daily basis for electronic sound editing on motion pictures other than theatrical motion pictures, but such daily schedule employment shall not be used for the purpose of avoiding premium pay for the sixth or seventh day worked in an employee's workweek. In addition, Assistant Editors and Librarians may be employed on a daily basis due to temporary increases in workload (including temp dubs).

Except as provided above, employment on a daily basis shall be on an emergency basis only. The Producer shall immediately notify the Union of its intention to employ such employees on a daily basis in an emergency and state the emergency purpose for which the employee will be employed on a daily basis.

2. **Local #700 (Editors) Amendment Agreement (New York-Based Productions Within 250 Miles of Columbus Circle, New York)**

Effective July 29, 2018 - August 3, 2019		
High Budget SVOD Program Rates	Weekly*	Hourly Rate Daily*
Motion Picture Editor	\$2,655.20 (\$66.38/hr.)	\$82.98 (\$663.84/day)
Sound Effects Editor	2,429.20 (60.73/hr.)	75.90 (607.20/day)
Foley Artist	2,429.20 (60.73/hr.)	75.90 (607.20/day)
Music Film Editor	2,429.20 (60.73/hr.)	75.90 (607.20/day)
Asst. Editor	1,558.00 (38.95/hr.)	48.71 (389.68/day)
Editing Room Assistant	868.80 (21.72/hr.)	27.16 (217.28/day)

Effective August 4, 2019 - August 1, 2020		
High Budget SVOD Program Rates	Weekly*	Hourly Rate Daily*
Motion Picture Editor	\$2,734.80 (\$68.37/hr.)	\$85.47 (\$683.76/day)
Sound Effects Editor	2,502.00 (62.55/hr.)	78.18 (625.44/day)
Foley Artist	2,502.00 (62.55/hr.)	78.18 (625.44/day)
Music Film Editor	2,502.00 (62.55/hr.)	78.18 (625.44/day)
Asst. Editor	1,604.80 (40.12/hr.)	50.17 (401.36/day)
Editing Room Assistant	894.80 (22.37/hr.)	27.97 (223.76/day)

Effective August 2, 2020 - July 31, 2021		
High Budget SVOD Program Rates	Weekly*	Hourly Rate Daily*
Motion Picture Editor	\$2,816.80 (\$70.42/hr.)	\$88.03 (\$704.24/day)
Sound Effects Editor	2,577.20 (64.43/hr.)	80.53 (644.24/day)
Foley Artist	2,577.20 (64.43/hr.)	80.53 (644.24/day)
Music Film Editor	2,577.20 (64.43/hr.)	80.53 (644.24/day)
Asst. Editor	1,652.80 (41.32/hr.)	51.68 (413.44/day)
Editing Room Assistant	921.60 (23.04/hr.)	28.81 (230.48/day)

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the employee's rate may be individually negotiated.

*Weekly rates are for 40 hours of work. Daily rates are for 8 hours of work.

3. **Local #700 (Editors) Amendment Agreement (Third Area)**

Effective July 29, 2018 - August 3, 2019		
High Budget SVOD Program Rates	Weekly*	Hourly Rate Daily*
Motion Picture Editor - on call Z-1	\$2,840.34	N/A
Sound Effects Editor Z-5cc	1,531.60 (\$38.29/hr.)	\$44.65 (\$357.20/day)
Foley Artist Z-11cc	1,531.60 (38.29/hr.)	44.65 (357.20/day)
Music Film Editor Z-5ff	1,531.60 (38.29/hr.)	44.65 (357.20/day)
Asst. Editor Z-6c	1,414.80 (35.37/hr.)	36.80 (294.40/day)
Apprentice Z-7	1,189.20 (29.73/hr.)	30.87 (246.96/day)

Effective August 4, 2019 - August 1, 2020		
High Budget SVOD Program Rates	Weekly*	Hourly Rate Daily*
Motion Picture Editor - on call Z-1	\$2,925.55	N/A
Sound Effects Editor Z-5cc	1,577.60 (\$39.44/hr.)	\$45.99 (\$367.92/day)
Foley Artist Z-11cc	1,577.60 (39.44/hr.)	45.99 (367.92/day)
Music Film Editor Z-5ff	1,577.60 (39.44/hr.)	45.99 (367.92/day)
Asst. Editor Z-6c	1,457.20 (36.43/hr.)	37.90 (303.20/day)
Apprentice Z-7	1,224.80 (30.62/hr.)	31.80 (254.40/day)

Effective August 2, 2020 - July 31, 2021		
High Budget SVOD Program Rates	Weekly*	Hourly Rate Daily*
Motion Picture Editor - on call Z-1	\$3,013.22	N/A
Sound Effects Editor Z-5cc	1,624.80 (\$40.62/hr.)	\$47.37 (\$378.96/day)
Foley Artist Z-11cc	1,624.80 (40.62/hr.)	47.37 (378.96/day)
Music Film Editor Z-5ff	1,624.80 (40.62/hr.)	47.37 (378.96/day)
Asst. Editor Z-6c	1,500.80 (37.52/hr.)	39.04 (312.32/day)
Apprentice Z-7	1,261.60 (31.54/hr.)	32.75 (262.00/day)

In the event IA classifications are utilized that may not be reflected in the above Rate Schedule, the employee's rate may be individually negotiated.

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